

BITES LTD.

E-TENDERING DOCUMENT

FOR THE WORKS OF

Railway Electrification of 25 kV OHE Works including Traction Substations, General Electrification, Civil Engineering Works including Tower Wagon Shed, Service Buildings, Staff Quarters, Track Works, and Signaling & Telecommunication Works on existing track of single line section of Udaipur City (excl.)-Himmatnagar (excl.) in Ajmer Division, North Western Railway, Rajasthan & Gujarat, India

PART-I: TECHNICAL BID

TENDER NO.: RITES/CO/RP/EE/OHE/RE-WORKS/UDZ-HMT

MAY-2021



(A GOVT. OF INDIA ENTERPRISE)

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RITES LTD.

TENDER AND CONTRACT DOCUMENT

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PART – I: TECHNICAL BID

SECTION - 1

NOTICE INVITING TENDER (NIT)

AND

INSTRUCTIONS TO TENDERERS (ITT)

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SECTION - 1

**NOTICE INVITING TENDER (NIT)
AND
INSTRUCTIONS TO TENDERERS (ITT)**

1. GENERAL:

1.1. Tender Notice:

Tenders are invited through E-Tendering system by RITES Ltd., a Public Sector Enterprise under the Ministry of Railways, acting for and on behalf of North Western Railway, Ministry of Railways (Railway Board) (Employer) as an Agent/Power of Attorney Holder, from working contractors (including contractors who have executed works within the last five years reckoned from the scheduled date of opening of tender) of Railways, CPWD, MES, DOT, RITES, State PWD or any other Central/State Government Department, Central/State Government Undertaking or their subsidiaries, Municipal Body, Autonomous Body of Central / State Governments or Public Ltd., Companies listed on Stock Exchange in India or Abroad or subsidiaries of such companies for the work of **“Railway Electrification of 25 kV OHE Works including Traction Substations, General Electrification, Civil Engineering Works including Tower Wagon Shed, Service Buildings, Staff Quarters, Track Works, and Signaling & Telecommunication Works on existing track of single line section of Udaipur City (excl.)-Himmatnagar (excl.) in Ajmer Division, North Western Railway, Rajasthan & Gujarat, India.”**

(Note: Throughout these bidding documents, the terms ‘Bid’ and ‘Tender’ and their derivatives are synonymous)

1.2. Estimated Cost of Work:

The estimated cost of this work is **Rs. 178,19,02,965.16**, (Rupees One Hundred Seventy-Eight Crores Nineteen Lakh Two Thousand Nine Hundred Sixty-Five and Sixteen paise only) **rounded off to Rs.178.19 crores, excluding GST**. The estimate is generally based on ~~CPWD Delhi Schedule of Rates 20_*/MES*/Railways*/_____PWD* Schedule of Rates 20_~~ RVNL SOR-2018, LARs (excluding the element of GST on Works Contract Service) enhanced by WPI and on market rates for non-schedule items. This Estimate, however, is given merely as a rough guide.

* Fill in the year, the percentage of enhancement, name of State (in case of PWD) and strike out whichever is not applicable.

1.3. Time for Completion:

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The completion period of this work is **15 (fifteen) months or 456 days** from the date of commencement, which is defined in Schedule F under Clause 5.1(a) of Clauses of Contract.

1.4. Brief Scope of Work:

Railway Board has allotted Execution of Railway Electrification work of Udaipur City (Excl.)-Himmatnagar (Excl) 210 RKM (234.99 TKM) section of Ajmer Division, North Western Railway, Rajasthan & Gujarat, India.

This RE work shall broadly include Civil, S&T and Electrical related works:

(1) General:

- (a) Provision of OHE on Udaipur City (UDZ) - Himmatnagar (HMT) single line section.
- (b) Construction of Traction sub-station (TSS), switching posts (SPs/SSPs).
- (c) Modification (Indoor and Outdoor) to telecommunication system to suit 25 kV A.C. traction as per existing guidelines.
- (d) Provision of service buildings and staff quarters along with associated civil engineering works.
- (e) Tower Wagon siding for Tower Wagon including inspection pit, etc.
- (f) Co-ordination & Liaison, if required, with state electricity authorities regarding 132 or 220 kV Transmission Line network from nearby Grid Sub-station (GSS) to Traction Sub-station (TSS) in this section. However, Construction of Transmission Line from GSS to TSS not covered in the scope of this tender.
- (g) Modification of Power Line Crossings.
- (h) All allied works necessary for successful completion of the project including Maintenance & supervision of entire system during defect liability period of the project.

(2) Civil Works:

- (a) Establishment of survey control points for accurate survey using high end survey equipment such as DGPS and Total Station connected with nearest GTS Benchmark and establishment of pillars.
- (b) Co-ordination & liaison for Land Acquisition for Traction Sub Station, Quarters, Service Buildings transmission line, etc., if any.
- (c) Provision of Earth work information for Traction Sub Station, Tower wagon Shed & Service roads, approach road for TSS as per site conditions and approved drawing.
- (d) Planning, Design, Construction and Raising of Foot Over Bridge, Road Over Bridge, or any other overline structure.

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- (e) Planning, design, and construction of Service Buildings, OHE cum PSI depots, TSS, TWS, SP/SSP's Buildings, AEE office cum Training Centre, S&T office, TRD office, S&T Structures, Relay Room, Battery Rooms, etc. as per approved drawing and client's requirements.
- (f) Planning, Design, and Construction of Residential Quarters (Type -2, Type-3, Type -4, and Type-5) with water supply and sewerage facilities, drainage, service roads, approach road, boundary walls, etc., at different locations, as per approved drawing and client's requirements.
- (g) Water Supply arrangements for the Residential Quarters, Office Buildings, Service Buildings, etc., as per approved drawing and client's requirements.
- (h) Transportation, handling, stacking, watching, protection, etc., for the construction and Track materials from manufacturer's works/place of purchase to the working sites.
- (i) Testing of Material, Quality of works, documentation as per ISO and RDSO/Railway specifications and ensuring precautionary measures and safety arrangements.
- (j) Providing Ready Mix Concrete (RMC) from reputed supplier of RMC as per approved design mix, drawings, specifications, and contract agreement.
- (k) Protection works for bridges: Protective screens at FOB's, ROB's, etc.
- (l) Raising of FOB in the section
- (m) Modification in the platform shelters, passenger amenities, and miscellaneous works as per client's requirements/approved drawings.
- (n) Provision of Height gauges at Level Crossings.
- (o) Construction of Low height sub-way (LHS), Road under bridge (RUB), Road over bridge (ROB) in replacement of Level Crossings, as per client's requirements.
- (p) Provision of Permanent Way Linking, construction for TWS & TSS at different locations as per Railway requirements.
- (q) Preparation and supply of "As Built" drawings.

(3) Signaling & Telecommunication works:

- (a) Modifications in existing S&T plans/drawings for 25 kV ACT system between Udaipur City (excl.)-Himmatnagar (excl.) section.
- (b) Preparation of new S&T plans & other drawings.
- (c) Modifications in existing signaling installation at stations and mid-section LC gates for 25 KV ACT between Udaipur City (Excl.)-Himmatnagar (Excl) section.

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- (d) Replacement of existing single line block instruments by single line block instruments suitable for 25 KV AC Traction between Udaipur City (excl.)-Himmatnagar (excl.) section.
- (e) Provision of additional signal cables for signaling modifications and provision of Quad & OF cables for additional telecom requirements for RE.
- (f) Provision of additional telecom facilities.
- (g) Provision of communication media for SCADA.
- (h) Execution of S&T work and commissioning S&T system as per NR practices/ approvals.
- (i) Preparation of “as built drawings”.
- (j) Other works as mentioned in S&T BOQ and elsewhere mentioned in tender document.

Note: Provision of TPC phones at TSS/SP/SSP/stations, telephone at residences/way side offices and provision of telecom work for SCADA is included in the scope of work.

(4) Electrical Works:

- (a) Supply & installation of 25 KV single Phase AC overhead equipment and all associated works including preparation of all related drawings.
- (b) Construction of Traction sub-station, switching posts, Sectioning Posts, Sub Sectioning Posts, Maintenance Depots etc.
- (c) Electrification of Service buildings, Residential Buildings, FOBs/ROBs, LC gates and streets/roads, connecting Service buildings, Residential Buildings & stations.
- (d) Modifications to existing 11 kV & 33 kV overhead Power Line Crossings
- (e) Liaison with State Electricity Authorities / Board and other related Government Agency for Power supply arrangement from utility/ State GSS to Proposed TSS and augmentation of 25kV bays, as per requirement.
- ~~(f) Modification/Augmentation of assets in the Grid Sub Station (GSS), transmission lines including power supply connection charges for feeding the supply to TSS.~~
- (g) Modification in LT distribution lines at stations as required, to provide necessary safety and electrical clearance required for 25 kV AC electrification.
- (h) Provision/expansion of rooms for SCADA equipment's, UPS, workstations, etc. in the existing SCADA Centre, if any.
- (i) Modification in existing SCADA system, SCADA work at TSS, SP and SSPs including four (04) years of comprehensive maintenance.
- (j) Training of staff for 25 kV AC Traction system.

1.5. Availability of Site:

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The site for the work is available.

1.6. Bid Submission Deadline:

Deadline for submission of bids is 15:00 hours on 21/06/2021.

The Employer may extend the deadline for submission of Tenders by issuing an amendment in writing in accordance with Clause 6.3. The Employer may extend the deadline for submission of Bids and/or the Bid opening date and time, even otherwise, if it considers the same to be desirable / expedient. In case of such extension, all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will be subject to new deadline.

All Bidders are advised to see the website <https://etenders.gov.in/e procure/app> for extension of deadline for submission of tenders and/or the bid opening date.

CRITICAL DATA SHEET

Published Date	19/05/2021
Bid Document Download / Sale Start Date	19/05/2021 from 10:00 hours
Pre-bid Query Receipt Start Time & Date	19/05/2021 from 10:00 hours
Pre-bid Query Receipt End Time & Date	31/05/2021 from 18:00 hours
Bid submission Start Date & Time	21/05/2021 from 10:00 hours
Bid submission End Date & Time	21/06/2021 up to 15:00 hours
Bid Opening Date & Time*	22/06/2021 at 15:30 hours

*‘Bid opening date and time’ should not be less than 24 hours of the ‘Bid submission End Date & Time.’

2. QUALIFICATION CRITERIA TO BE SATISFIED:

- 2.1. The Qualification Criteria to be satisfied are given at **Annexure-I** enclosed.
- 2.2. The Qualification Criteria to be satisfied will depend on the category of works, whether Small, Normal or Large. Small Works are those costing up to and including Rs. 3 Crore, Normal Works are those costing above Rs. 3 Crore and up to and including Rs. 50 Crore each and Large Works are those costing above Rs. 50 Crore. The work for which the Tender is being invited falls under the category of ~~Small~~/~~Normal~~/**Large**. (*Strike out whichever is not applicable)
- 2.3. The Qualification Criteria to be satisfied will also depend on whether the Work falls in Normal area or difficult area. Difficult area includes North East States, Jammu & Kashmir, Ladakh, Andaman & Nicobar Islands and the 60 districts requiring Integrated Action Plan of Government of India (List available at Annexure X). Normal area covers all areas other than Difficult area. The work for which this Tender has been invited falls under ~~*Normal~~/~~Difficult~~ area.

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(*Strike out whichever is not applicable)

2.4. In this Tender Joint Venture is ***ALLOWED/*Not Allowed**.

(*Strike out whichever is not applicable; in case JV is not allowed, except the first line, the rest of Clause 2.4 will be deleted)

In case Joint Venture is allowed the following will apply:

- (a) If JV is successful in the Bid, the Contract will be awarded in the name of JV. The JV Agreement should be executed within 15 days of receipt of Letter of Acceptance (LOA) and the JV Agreement duly registered in accordance with law so as to be legally valid and binding on the members. The JV shall also open a Bank account in the name of JV and all payments due to the JV shall be credited by the Employer to that account only. To facilitate statutory deductions such as towards Income Tax, GST, etc. made from the amounts due to the JV being credited to the concerned Government Departments, the JV shall arrange to obtain PAN/GSTIN, etc., in the name of JV, as required.
- (b) Bid submitted by a Joint Venture of two or more firms as Partners/Members shall be accompanied by the following documents:
 - I. A copy of Joint Venture MOU/Agreement duly notarized so as to be legally valid and binding on all the Partners/Members and incorporating the following provisions (Suggested format at Annexure II) should be uploaded:
 - (i) The Bid and, in case of a successful Bid, the Agreement shall be signed, so as to be legally binding on all Partners/Members.
 - (ii) One of Partners/Members shall be nominated as being in charge and this authorization shall be evidenced by submitting Power of Attorney signed by legally authorized signatories of all the Partners/Members.
 - (iii) The Partner-in-charge/Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners/members of the Joint Venture and entire execution of the Contract, shall be done exclusively with the Partner in charge.
 - (iv) All the partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization through a Power of Attorney in favour of the Partner-in-charge/Lead Member as well as in the Bid and in the Agreement (in case of a successful bid).
 - (v) Indication of the precise responsibility of all the Partners/Members of the Joint Venture in respect of planning, design, construction equipment, key personnel, work execution and financing of the Project duly indicating the percentage in financing of JV by each Partner.
 - (vi) In case of Large Works, the maximum number of Partners can be only three and the Partner-in-Charge/Lead Member shall have more than 50% participation in financing of the JV and each of the other Members

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minimum 20% participation in financing of JV. In case of ‘Normal Works’ the Partner-in-Charge/Lead Partner shall be responsible for 100% financing of the JV.

- (vii) All partners/members of the JV shall comply with the provisions in the Integrity Pact and any violation of the Pact by any partner/member shall be construed as a violation by the JV.

II. Power of Attorney in favour of the Partner-in-charge/Lead Member on the lines mentioned in item “(a)” above. (Suggested format at Annexure IV)

- 2.5. The documents to be furnished by the Bidder to prove that he is satisfying the qualification Criteria laid down should all be in the Bidder’s name, except in cases where through the name has changed, the owners continued to remain the same and in cases of amalgamation of entities.

3. **FORMAT AND CHECK LIST FOR SUBMISSION OF INFORMATION ON QUALIFICATION CRITERIA:**

- 3.1. The information to be furnished and the documents to be enclosed shall be as per Clause 28. hereinafter. **Documents/information complete in all respects, in support of meeting the Qualification Criteria should be submitted in one go. Submission of additional documents shall not be permitted. Only clarifications and filling of gaps/missing information in the submitted documents, may be permitted.**

4. **CONTENTS OF TENDER DOCUMENT:**

- 4.1. Each set of Tender or Bidding Document will comprise the documents listed below, and addenda issued in accordance with Clause 6:

PART-I: TECHNICAL BID PACKET

(Read with Correction Slip Nos. 1 to 7)

- Section-1 : Notice Inviting Tender (NIT) and Instructions to Tenderers (ITT) including Annexures.
- Section-2 : Tender and Contract Form [DELETED]
- Section-3 : Special Conditions of Contract (SCC)
- Section-4 : Schedules A to F
- Section-5 : Technical Specifications (TS)
- Volume-I : Specification for General Electrical works
- Volume-II : Specification for Electrical works Railway Electrification
- Volume-III : Specification of Civil Engineering works for Railway Electrification
- Volume-IV : Specification for S&T works for Railway electrification.

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Section-6 : Drawings

PART-II: FINANCIAL BID PACKET

Schedule of Quantities (Bill of Quantities) (BOQ)

ABSTRACT OF COST OF ALL SCHEDULES

DETAILS OF QUOTED UNIT RATES AND AMOUNT – SCHEDULE WISE

PART-III: GENERAL CONDITIONS OF CONTRACT

(Read with Correction Slip Nos. 1 to 10)

Section-7: Conditions of Contract

Section-8: Clauses of Contract

Section-9: RITES Safety Code

Section-10: RITES Model Rules for Protection of Health and Sanitary Arrangements for Workers

Section-11 RITES Contractor's Labour Regulations

- 4.2. Part-III: General Conditions of Contract (Compilation of section 7 to 11) as also Correction Slips to GCC are available on RITES website www.rites.com under the link 'Tenders'.
- 4.3. Part-III of the tender, i.e., General Conditions of Contract (Compilation of Section-7 to 11) is not uploaded as a part of this tender document because as stated in sub-clause 4.2 above, the same is available separately on RITES' website and can be seen/downloaded from there. **The bidder need not submit/upload Part-III of the Tender as a part of his offer. So far as Part-I is concerned, the bidder is required to submit/upload only the documents mentioned in Clause 28.0 of Section-1 thereof. Rest of the Part-1 need not be uploaded. The bidder must, nevertheless, read the same. It shall be presumed that the bidder has read the contents of Part-I: Technical Bid Packet and Part-III: General Conditions of Contract and up-to-date Correction Slips thereto and the same will be binding upon him.** The successful bidder will be required to sign the complete Tender Document i.e., Part-I, Part-II, Part-III and Correction Slips, if any, thereto.
- 5. INSTRUCTIONS ON ACCESSING/PURCHASING OF BID DOCUMENTS AND SUBMISSION THEREOF:**
- 5.1 To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get themselves registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>.
- 5.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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5.3 Registration:

- (a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- (e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

5.4 Searching for Tender Documents:

- (a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine many search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords, etc., to search for a tender published on the CPP Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

5.5 Preparation of Bids:

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of

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each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- (c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN Card copy, Annual Reports, Auditor Certificates, etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again. This will lead to a reduction in the time required for bid submission process.

5.6 Submission of Bids:

- (a) Bid can be submitted only during validity of registration of bidder with CPPP E-Procurement Portal.
- (b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time, i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (c) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (d) Bidder has to select the payment option as “offline” to pay the cost of tender document and EMD as applicable and enter details of the instruments.
- (e) Bidder should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in Clause 7.0 (f) hereinafter. The original should be posted/couriered/given in person to the concerned official, so as to reach him within a week from the date of opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise, the uploaded bid will be rejected.
- (f) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Sky Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should

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save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- (g) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (h) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- (i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers & upon the successful and timely submission of bids (i.e., after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a ‘bid ID’ to the bid. A bid summary will be displayed with the ‘bid ID’ and the date & time of submission of the bid with all other relevant details.
- (j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

5.7 Assistance to Bidders:

- (a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support_eproc@nic.in
- (b) Bidders' information useful for submitting online bids on the CPP Portal may be obtained at [https://etenders.gov.in/eprocure/app?page=BiddersManualKit & service=page](https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page)
- (c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link, <https://www.cca.gov.in>
- (d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- (e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 11 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

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5.8 Clarifications on Tender Documents:

A prospective Tenderer requiring any clarification on the Tender Document may notify through queries, online only within the specified period (refer clause 1.6-Critical Date Sheet hereinbefore) Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such queries raised, and clarifications furnished will be uploaded in CPP website <https://etenders.gov.in/eprocure/app> without identifying the names of the bidders who had raised the queries. Any modification of the Tender Document arising out of such clarifications will also be uploaded on CPP website.

6. AMENDMENT OF TENDER DOCUMENT:

- 6.1 Before the deadline for submission of tenders, the Tender Document may be modified by RITES Ltd. by issue of addenda/corrigendum.
- 6.2 Addendum/Corrigendum, if any, will be hosted on website <https://etenders.gov.in/eprocure/app> and shall become a part of the tender document. All tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of tender as finally stipulated.
- 6.3 To give prospective tenderers reasonable time in which to take the addenda/corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given before bid submission end date and time as considered necessary by RITES. Sometimes due to administrative reasons, the deadline for submission of tenders may be extended latest by the deadline for opening of tender as stipulated including extension given earlier. All tenderers are advised to see the website for extension of deadline for submission of tenders.
- 6.4 Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://etenders.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD, if any, would be forfeited, and tenderer is liable to be banned from doing business with RITES Ltd.

7. PREPARATION AND SUBMISSION OF BIDS:

- (a) Part-I and Part-II of tender document may be downloaded from CPPP and Part-III from RITES website <https://www.rites.com> under the link ‘Tender’ – ‘RITES GCC for Works’ well before the deadline for submission of bids. The bids (Part-II only) along with the information and documents specified in Clause 28 hereinafter shall be submitted online, following the instructions appearing on the screen. **Documents specified in Clause 28 of Section 1, Part-I are required to be uploaded along with Part-II (Financial Bid); the rest of Part-I, and the whole of Part-III of the tender document need not be submitted online but it shall be deemed to have**

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been submitted. Users are requested to map their system as per the System settings available on the following link on the CPP portal:

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

- (b) After downloading/getting the tender document/schedules from <https://etenders.gov.in/eprocure/app> the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the bid submission manual available on the following CPP Portal:

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=pageweb site>

- (c) Bidders may ensure that all the pages of the documents mentioned in Clause 28 must be signed & stamped by authorised signatory and serially numbered. In case, it is found that the bidder has not complied with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-tender.
- (d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto CPP portal <https://etenders.gov.in/eprocure/app> using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.
- (e) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally, they can be in Excel/PDF/RAR/JPG formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a Zip file for uploading. There is no limit for uploading file. Bids shall be submitted online only at CPP website <https://etenders.gov.in/eprocure/app>

Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://etenders.gov.in/eprocure/app>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Intending tenderers are advised to visit CPPP website <https://etenders.gov.in/eprocure/app> till the specified date and time of opening of tender to check if there is any extension of deadline of submission of tender.

(f) Cost of Tender Document & Earnest Money Deposit (EMD):

During bid submission, the bidder has to select the payment option as offline to pay the Cost of Tender Document and EMD and enter details of the instruments. In case of exemption from payment of cost of tender document and EMD as a matter of Govt. Policy, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. In case the bidder is registered as a

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vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number as registered on CPPP. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by RITES as a valid bid. If later, it is discovered from the uploaded documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as non-responsive. It may be noted that the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 are applicable to only Supply and Service Contracts.

- (i) **Cost of Tender Document:** The Cost of Tender Document is Rs.18,000/- (Rupees Eighteen Thousand only) which is nonrefundable. It shall be in the form of a Banker's Cheque/Pay Order/Demand draft favouring "RITES Ltd." issued by a scheduled Commercial Bank, payable at Gurgaon/Delhi. No other mode of payment will be acceptable.
- ~~(ii) **Earnest Money Deposit (EMD)** – The bids shall be accompanied by total Earnest Money Deposit (EMD) of Rs.25,00,000 (Rupees Twenty Five Lakhs only) in the form specified in Clause 9 hereinafter.~~

Bidders are required to upload scanned copy of acceptable instruments for EMD and Cost of Tender document in different files (Either in PDF or Zip format) during on-line submission of Bid. These documents shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening of Technical bid to: Group General Manager (Electrical Engineering), 4th Floor, RITES Bhawan-1, Plot No.1, Sector - 29, Gurgaon-122001, Haryana.

The Bidders/Tenderers are not required to deposit the Earnest Money (Bid Security) along with the bid documents. In place of Earnest Money, it is mandatory that the Bidders/ tenderers shall submit Bid Security Declaration (As per Annexure XI to NIT & ITT) along with the Bid Documents (Refer GCC, July-2019, Correction Slip No.9).

Any Tender, not accompanied by a valid Bid Security Declaration, shall be rejected outright.

- (g) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (h) Bid shall be digitally signed by a representative of the bidder and submitted "on-line". No hard copy of the documents (except those specifically asked for in the tender document) is required to be submitted.
- (i) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

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- (j) The bidder must digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements which will be binding upon the bidder.
- (k) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- (l) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “Pre-Bid Query Receipt Start Date and Time” till “Pre Bid Query Receipt End Date and Time”.

8. TENDER VALIDITY:

- 8.1 The Tender shall be valid for a period of **90 (Ninety) days** from the due date for submission of Tender or any extended date as indicated in sub para below.
- 8.2 In exceptional circumstances, during the process of evaluation of tenders and prior to the expiry of the original time limit for Tender Validity, the Employer may request that the Tenderers may extend the period of validity unconditionally for a specified additional period. The request and the tenderer’s response shall be made in writing/ e-mail. A Tenderer may refuse the request without forfeiting his Earnest Money. A Tenderer agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of the Earnest Money for the period of the extension.

9. EARNEST MONEY:

(Refer GCC, July-2019, Correction Slip No.9)

- ~~9.1 The Tender should be accompanied by earnest money of Rs. 25,00,000 (Rupees Twenty-Five Lakhs only) (1% of the estimated cost put to tender, subject to maximum of Rs. 25 Lakhs) in any one of the following forms: Banker’s Cheque/Pay Order / Demand Draft issued by any Scheduled Commercial Bank drawn in favour of RITES Ltd. and payable at Gurgaon / Delhi.~~

The Bidders/Tenderers are not required to deposit the Earnest Money (Bid Security) along with the bid documents. In place of Earnest Money, it is mandatory that the Bidders/ Tenderers shall submit a valid Bid Security Declaration (Annexure XI to NIT & ITT) along with the Bid Documents (Refer GCC July-2019 Correction Slip No. 9).

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9.2 Any Tender not accompanied by scanned copies of the ~~instruments for payment of Earnest Money~~ or Bid Security Declaration and Cost of Tender document in an acceptable form (or, if applicable, the scanned copy of documents in support of exemption) shall be rejected by the Employer as non-responsive.

9.3 Refund of Earnest Money, **NOT APPLICABLE**

Refer GCC, July-2019, Correction Slip No. 9

The Earnest Money of the Tenderers whose Technical Bid is found not acceptable will be returned without interest soon after scrutiny of Technical Bid has been completed by the Employer subject to provisions of Clause 9.4 (b). The Earnest Money of the Tenderers whose Technical Bid is found acceptable but who are neither the lowest nor the second lowest will be returned without interest within 07 days of opening of Financial Bid. The Earnest Money of the remaining unsuccessful bidders will be released within seven days of the Accepting Authority's decision on acceptance or otherwise of the Tender subject to provisions of Clause 9.4 (b). The bidder shall submit RTGS/NEFT Mandate Form as per Performa given in Annexure VII, dully filled in.

9.4 **The Earnest Money is liable to be forfeited is NOT APPLICABLE**, however, the bidder shall be debarred from tendering in RITES Ltd. for a period of 02 (two) years in the following circumstances unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons:

- (a) If after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier, any Tenderer,
 - (i) withdraws his Tender; or
 - (ii) makes any modification in the terms and conditions of the tender which are not acceptable to the Employer.
- (b) In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/Third Party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
- (c) In the case of a successful Tenderer, if the Tenderer fails to furnish the Performance Guarantee within the period specified under Clause 1 of "Clauses of Contract" or fails to commence the work without valid reasons within the period as specified in Schedule F after the date of issue of Letter of Acceptance or from the first date of handing over of the site, whichever is later.

In case of forfeiture of Earnest Money as prescribed hereinabove, the Tenderer shall not be allowed to participate in the retendering process of the work.

10. **MODIFICATION/ SUBSTITUTION/ WITHDRAWL OF BIDS:**

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- 10.1 The Tenderers shall submit offers which comply strictly with the requirements of the Tender Document as amended from time to time as indicated in Clause 6 above. Alternatives or any modifications by the tenderer shall render the Tender invalid.
- 10.2 The bidder can modify, substitute, re-submit or withdraw its E-bid after submission but prior to the deadline for submission of bids or the extended deadline, as the case may be. No Bid shall be modified, substituted, or withdrawn by the bidder on or after the deadline for submission of bids or the extended deadline. Withdrawal of bid after such deadline would result in the forfeiture of EMD.
- 10.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids or the extended deadline, as the case may be, unless the same has been explicitly sought for by RITES, shall be disregarded.
- 10.4 For modification of E-bid (Technical Bid), bidder has to detach its old bid from CPP portal and upload / re-submit digitally signed modified bid.
- 10.5 For withdrawal of bid, bidder has to click on withdrawal icon at CPP portal and can withdraw its E-bid.
- 10.6 After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular Tender and will also act as an entry pass to participate in the bid opening.
- 10.7 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 10.8 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 10.9 The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

11. AUTHORITY TO SIGN:

- a) If the applicant is an individual, he should sign above his full typewritten name and current address.
- b) If the applicant is a proprietary firm, the Proprietor should sign above his full typewritten name and the full name of his firm with its current address.
- c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type-written names and current addresses. Alternatively, the Documents should be signed by the person holding Power of Attorney for the firm in the Format at Annexure-III.

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- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Format at Annexure-III.
- e) If the applicant is a Joint Venture, the Documents shall be signed by the Lead Member holding Power of Attorney for signing the Document in the Format at Annexure-IV. The signatory on behalf of such Lead Partner shall be the one holding the Power of Attorney in the Format at Annexure-III.

11.1 Points to be kept in mind while preparing the bid:

While filling in Qualification Information documents and the Financial Bid, following should be kept in mind:

(a) General:

- (i) There shall be no additions or alterations except those to comply with the instructions issued by the Employer or as necessary to correct errors, if any, made by the Tenderers.
- (ii) Conditional Offer/ Tender will be rejected. Unconditional rebate/discounts in the Financial offer will however be accepted.
- (iii) The Employer reserves the right to accept or reject any conditional rebate/discounts. While evaluating the Bid Price, the conditional rebates/discounts which are in excess of the requirements of the bidding documents or otherwise result in accrual of unsolicited benefits to the Employer, shall not be taken into account.
- (iv) The bidder has to quote value only in figures in the BOQ.

(b) Item Rate Tenders:

- (i) In case of Item Rate Tenders, the bidders have to compulsorily quote rates of all the BOQ items as also all items of Item Rate Schedule/Sheet in a Mixed (Item Rate Schedule and Percentage Schedule) Tender.
- (ii) In case of Item Rate Tenders, if the same item figures in more than one section/part of Schedule of Quantities, the Tenderer should quote the same rate for that item in all sections/parts. If different rates are quoted for the same item, the least of the different rates quoted only shall be considered for evaluation of that item in all sections/parts of the Schedule of Quantities.

(c) Item wise Tenders:

- (iii) In case of item wise BOQ, the bidder is required to quote his rate for all items. For the items not quoted by the bidder, it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.

(d) In case of Percentage Rate

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(i) In case of Percentage Rate BOQ, the bidder must select Excess (+) or Less (-) and enter the valid percentage for that BOQ.

(e) Deduction, Recovery, or Credit items:

(i) Deduction/recovery/credit items, if any, are placed in a separate sub-head and in a separate sheet of BOQ. In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to Employer, the bidder is not allowed to make negative entry and the rate quoted by the bidder shall be taken as negatively default. The amount so calculated shall be considered as negative and deducted from the total of other sub-heads of BOQ to work out the total bid amount.

11.2 Integrity Pact: APPLICABLE

- (i) The Bidder/Contractor is required to enter into an Integrity Pact with the Employer, in the Format at Annexure VI. The Integrity Pact enclosed as Annexure-VI will be signed by RITES for and on behalf of Employer as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.
- (ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Provided always that provision of this Clause 11.2, Integrity Pact (IP), shall be applicable only when so provided in Clause 11.2A below which will also stipulate the name and address of the Independent External Monitor as well as the Name, designation and address of the official nominated by the Employer to act as the Liaison Officer between the Independent External Monitor and the Engineer-in-Charge as well as the Contractor/Bidder.

11.2A Whether Clause 11.2 (Integrity Pact) shall be applicable: *YES/NO

* Strike out whichever is not applicable.

In case Integrity Pact is applicable, (when estimated put to Tender is Rs 10.0 crores or more), the following Independent External Monitors who have been appointed by the Central Vigilance Commission, shall monitor implementation of IP.

If Yes, Name and Address of the Independent External Monitor:

Name and Address of IEM 1: Shri. Aditya Prakash Mishra IRSE (Retd.), IEM, Flat No.24, ASTER-1, Vatika City, Sohna Road, Sector-49, Gurgaon-122003.

Name and Address of IEM 2: Shri. Abhay Kumar Khanna, IRAS (Retd.), S-410, UGF, GK-II, New Delhi-110048.

(In case estimated cost put to Tender is above Rs. 10 Crore or more)

Name, Designation and Address of RITES' Liaison Officer:

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Shri Alok Garg, ED (B&A), RITES Ltd, Plot no 1, RITES Bhawan, Sector-29, Gurgaon-122001.

- 11.2B The Guidelines on Banning of Business Dealings as per Annexure-A of Annexure-VI are applicable to all Tenders irrespective of applicability of Integrity Pact.

If business dealings with the Bidder/Contractor have been banned as per “The Guidelines on Banning of Business Dealings as per Annexure -A of Annexure VI”, then such a Bidder/contractor individually and also any Joint Venture wherein such Bidder/contractor is a member, will not be eligible during the period till such ban is in force to participate in tenders of any work(s) which may be invited by RITES. In case the Bidder/contractor is a Joint Venture, the JV as well as all the members of the JV individually or as member(s) of any other Joint Venture (JV) will not be so eligible. In case the Bidder/contractor is a company then, in addition to the aforesaid provisions, the Associate Companies and Subsidiary Companies (as defined under Companies Act, 2013) , of the company with whom Business Dealings have been banned , will also not be eligible”.

12. TENDER OPENING, EVALUATION AND CLARIFICATIONS

- 12.1 The Employer will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at **15:30 Hrs. on 22/06/2021 in the office of Group General Manager (Electrical Engineering) 4th Floor, RITES Bhawan, Plot-1, Section-29, Gurgaon-122001.** In the event of the specified date of the opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 12.2 Opening of bids will be done through online process. RITES reserve the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <https://etenders.gov.in/eprocure/app> CPP portal.
- 12.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also, the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder’s representatives, who are present, shall sign in an attendance register. At the time of technical bid opening, each bidder will be able to view on-line through CPPP, the technical bids of the bidders who have participated in the tender and whose bids have been opened.
- 12.4 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet unless the same is extended. On completion of Technical Bid Opening, each bidder will be able to view the technical bid documents of the bidders whose bids have been opened. Similarly, on the completion of Financial Bid Opening each bidder will be able to view the Financial as well as technical bid documents of the bidders whose bids have been opened.
- 12.5 RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the tender document.

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- 12.6 The results of technical and financial qualification of bidders will be available on the CPP Portal at <https://etenders.gov.in/e procure/app> and intimated to the bidder through system generated email or SMS.
- 12.7 It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- 12.8 12.8 The bids will be evaluated for qualification criteria as mentioned in Clause 2 hereinbefore and also in conjunction with provisions of sub-clause 12.15. RITES shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD. In case of non-receipt of these documents in original within the specified period, the bid will be treated as non-responsive.
- 12.9 Request for clarification/deficient documents from the bidder can be asked for either through the system or through E-mail. A system generated SMS alert will be sent to the bidder when clarifications/deficient documents are called through the system. In such a case, no separate communication will be sent in this regard. Non-receipt of email and/or SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time. The date and time of submission of deficient documents cannot be extended.
- 12.10 After evaluation of Technical-Bid, the bidder will be able to view uploaded Tender Committee evaluation results as also the date and time of Financial Bid Opening.
- 12.11 The bidder will be able to view (through his Login Id) BOQ Sheets of other bidders, Comparative Chart and Financial Evaluation Summary uploaded by Tender Evaluation Committee. Without login, bidder will be able to view only Comparative Chart.
- 12.12 **Single Packet System: NOT APPLICABLE**
- Envelope 1 containing scanned copy of Earnest Money along with Mandate Form as per Annexure-VII, Cost of tender document of all the Tenderers and Authority to Sign as per Clause 11.0 will be opened first and checked. If Earnest Money and Cost of Tender Document are not furnished as per tender stipulations, the Envelope 2 of Technical bid and Envelope 3 containing Financial bid will not be opened and the bid will be rejected as non-responsive unless the bidder has established that it is exempted from payment of Cost of Tender Document and Earnest Money Deposit. The Envelope 2 containing Technical Bid and Envelope 3 containing Financial Bid of other Tenderers who have furnished scanned copies of Earnest Money and cost of Tender document as per tender stipulations will then be opened.
- 12.13 **Two Packet System: Applicable**
- (a) Envelope 1 of Packet I, containing scanned copy of Earnest Money or Bid Security Declaration along with Mandate Form as per Annexure-VII, Cost of Tender Document of all the Tenderers and Authority to Sign as per Clause 11.0 will be opened first and checked. If Earnest Money or Bid Security Declaration and cost of Tender Document are not furnished as per tender stipulations, the Envelope 2 of PACKET-I (Technical Bid) and PACKET-II (Financial Bid) will not be opened, and the bid will be considered as non-responsive and rejected unless the bidder has

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established that it is exempted from payment of Cost of Tender Document and Earnest Money Deposit or Bid Security Declaration. The Envelope 2 of PACKET-I (Technical Bid) of other Tenderers who have furnished scanned copies of Earnest Money or Bid Security Declaration and cost of Tender document as per tender stipulations will then be opened.

- (b) The Employer will scrutinize the Technical Bids accepted for evaluation to determine whether each Tenderer,
 - (i) has submitted ‘Authority to sign’ as per Clause 11.0 above and Integrity Pact (where applicable) duly signed and witnessed as per Clause 11.2 above,
 - (ii) meets the Qualification Criteria stipulated in Clause 2.0.
- (c) If required, the Employer may ask any such Tenderer for clarifications on his Technical Bid through CPPP or through E-mail. The tenderer shall furnish the same online only in case clarifications are sought through CPPP and through E-mail if clarifications are sought through E-mail. If a Tenderer does not submit the clarification/document requested, by the specified time, the bid of such Tenderer is likely to be rejected. PACKET-II (Financial Bid) of Tenderers, whose Technical Bids are not found acceptable, will not be opened. Such tenderers will be informed about non-acceptance of their Technical Bid through system generated SMS/E-mail. The tenderers whose Technical Bids are found acceptable will be advised accordingly and will also be intimated through e-mail the time and date and place where and when PACKET-II (Financial Bid) will be opened.
- (d) At the appointed place, time, and date, in the presence of the Tenderers or their representatives who choose to be present, the Employer will open the online PACKET-II (Financial Bid).

12.14 **Mere Opening of Bid to be No Guarantee of its Validity:**

It may be noted that mere opening of a bid does not mean that the bid has to be considered by RITES as a valid bid. All bids will be evaluated to decide whether the bids are responsive or non-responsive.

12.15 In order to give effect to the policy of Government of India to encourage ‘Make in India’, Price preference shall be accorded to Local supplier/Bidder in accordance with Order No. P-45021/2/2017-BE-II dated: 15.06.2017 on Public Procurement (Preference to make in India) Order 17 as amended up to date of the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, RITES Ltd being a CPSU adopted the guidelines given in the above mentioned Order dated 04.06.2020 and the following shall be applicable in this tender: **Not Applicable**

- (i) For works estimated to cost up to Rs. 50 Lakhs and where there is sufficient local capacity & competition only local supplier shall be eligible.
- (ii) For work whose estimated cost is more than Rs.50 lacs and which are divisible in nature, tenders shall be evaluated and accepted as follows:

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- (a) From qualified bidders, if local supplier is the lowest bidder (L1), full quantity, i.e., whole of the work, may be awarded to him.
 - (b) From qualified bidders, if L1 is not a local supplier / bidder, 50% quantity may be awarded to the L1 and balance 50% to the local supplier whose quoted price is the lowest among local suppliers/bidders and whose bid is within 20% higher than L1 price, subject to the condition that such local supplier/bidder matches the L1 price.
 - (c) If lowest eligible supplier /bidder fails to match the L1 price, next higher local supplier/bidder may be invited provided that such supplier/bidder's quoted price is within 20% higher than L1 price and the balance quantity awarded to him if matches the L1 price.
 - (d) If certain quantity is left out, the same may be offered to L1 bidder.
- (iii) For the works whose estimated cost is more than Rs. 50 lacs & which are not divisible and in the case of services evaluated on price alone, tender shall be evaluated and accepted as follows:
- (a) From the qualified bidders if L1 is a local supplier/bidder, contract may be awarded to him.
 - (b) If L1 is not a local supplier/bidder, then from amongst the qualified bidders, the lowest local supplier/bidder whose quoted price is within 20% higher than L1 price may be invited to match the L1 price and work may be awarded to such local supplier/bidder if the matches the L1 price.
 - (c) If lowest local supplier/bidder fails to match the L1 price, next higher local supplier/bidder whose quoted price is within 20% higher than L1 price, may be invited to match L1 price and work may be awarded to such local supplier/bidder if he matches the L1 price.
 - (d) If (b) and (c) above fail, work may be awarded to the L1 bidder.

Local Content- means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Local Supplier / Bidder- means a supplier / bidder or service provider whose product or service offered for procurement has minimum local content of 50% or more.

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

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

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

‘L1’ means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjusted in the evaluation process as per the tender or other procurement solicitation.

‘Margin of purchase preference’ means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the L1 for the purchase preference.

(1) ‘Procuring entity’ means RITES Ltd.

‘Works’ means all works covered in the scope of work in this tender.

(2) Eligible bidder in this tender. *Class-I local supplier/ ~~Class-II local supplier~~ / ~~Non-Local suppliers~~*(strike out whichever is not applicable).

(3) Purchase Preference:

(a) In the procurement of goods or works which are divisible in nature, the class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non- local supplier’, as per following procedure:

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

(ii) If L1 bid is not a ‘Class-1 Local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I Local supplier’ will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local suppliers quoted price falling within margin of purchase preference and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price. In case such lowest eligible ‘Class-I local Supplier’ fails to match the L1 price or accepts less than the offered quantity, the next higher ‘Class-I local supplier’ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on and contract shall be awarded accordingly. In case some quantity is still left in covered on Class- 1 local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-1 local supplier’ the contract will be awarded to L1.

(ii) If L1 is not ‘Class-I local supplier’ the lowest bidder among the ‘Class-I local supplier’, will be invited to match the L1 price subject to Class-I local suppliers quoted price falling within the margin of purchase preference, and

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the contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.

- (iii) In case such lowest eligible ‘Class-1 local supplier’ fails to match the L1 price, the ‘Class-1 local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-1 local supplier; within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (c) ‘Class-II local supplier’ will not get purchase preference in any procurement undertaken by procuring entity.
- (4) Applicability of Purchase preference in this tender as per Para * ~~3(a)~~/3(b) (*strike out whichever is not applicable)
- (5) Type of this tender / work. * ~~Goods / service~~ / works (*strike out whichever is not applicable)
- (6) Margin of Purchase Preference: the margin of purchase preference shall be 20%.
- (7) The minimum local content for this tender shall be *50%*(Fill the value of minimum local content).
- (8) Verification of local content:
- (a) The ‘Class-I local supplier/Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I local supplier/Class-II local supplier’, as the case may be. They shall also give details of the locations at which the local value addition is made.
- (b) In cases of procurement for a value in excess of Rs.10 crores, the ‘Class-I local supplier/Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company 9in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c) in case of false declaration by Class-I local supplier/Class-II local supplier or submission of false certificate, Banning of Business Dealings shall be done with defaulter as per the Guidelines given in Sub-Clause 11.B.

13. INSPECTION OF SITE BY THE TENDERERS:

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders, as to the nature of the ground and sub-soil (as far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or

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affect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Employer and local conditions and other factors having a bearing on the execution of the work.

Regarding inspection of site, the bidders may contact:

(Name and designation of officer) at Shri G. D. Singh, Sr. Dy. GM/Elect,

(Address)/Phone No.: RITES Bhawan No.1, Sector-29, IFFCO Chowk, Gurgaon-122001(HR) Phone No.0124-2818440.

14. EMPLOYER’S RIGHT ON ACCEPTANCE OF ANY TENDER:

- (i) If required, the Employer may ask any Tenderer the breakdown of unit rates. If the Tenderer does not submit the clarification by the date and time set in the Employers request for clarification, such Tender is likely to be rejected.
- (ii) The competent authority on behalf of the Employer does not bind himself to accept the lowest or any other Tender and reserves to himself the authority to reject any or all the Tenders received without the assignment of any reason. All Tenders in which any of the prescribed conditions is not fulfilled or any condition is put forth by the Tenderer shall be summarily rejected.

15. CANVASSING PROHIBITED:

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

16. EMPLOYER’S RIGHT TO ACCEPT WHOLE OR PART OF THE TENDER:

The competent authority on behalf of the Employer reserves to himself the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

17. MISCELLANEOUS RULES AND DIRECTIONS:

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- 17.1 The Tenderer shall not be permitted to tender for works if his near relative is posted as Associated Finance Officer between the grades of AGM (F) and J.M (F) in the concerned SBU Unit of RITES or as an officer in any capacity between the grades of GGM/GM and Engineer (both inclusive) of the concerned SBU of the Employer. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of Engineer rank and above in the organization of the Employer. Any breach of this condition by the Tenderer would render his Tender to be rejected.

No Officer of Engineer rank and above employed in Engineering or Administrative duties in an Engineering Department of the Organization of the Employer is allowed to work as a Contractor for a period of one year after his retirement from the Employer's service without the previous permission of the Employer in writing. The contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Employer as aforesaid before submission of the tender or engagement in the Contractor's service.

- 17.2 If required by the Employer, the Tenderers shall sign a declaration under The Officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful Tenderers shall return all the drawings given to them.
- 17.3 In the case of any Item rate tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the Tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
- 17.4 Price/rates quoted by the contractor in respect of the contract shall be after considering all input credits and inclusive of all taxes and cess etc. other than GST on Contract Price. The GST leviable on Contract Price shall be paid in addition to the Contract Price as mentioned below.

In the bill for the works done, the contractor shall charge GST separately. It is the responsibility of the contractor to pay GST to the Government concerned and file statutory return within due date prescribed under the respective Act. For RITES to get input credit, it is necessary that the amount get reflected in the return. In case the next Running Account Bills (RA Bills) are submitted before due date of filing of return, documentary evidence is to be submitted by the contractor/agency in the subsequent running account bill. The procedure for payment of bills shall be as under:

- (i) The contractor may be asked to charge GST separately in his bills.
- (ii) The GST amount so claimed shall be paid along with payment of running account bill.
- (iii) The contractor has to furnish the documentary evidence of the deposit of the GST or a copy of the return in case of adjustment of available input credit, whichever is earlier, before processing of subsequent RA bills. Else, the Engineer-in-Charge shall withhold the GST amount so paid in the previous bill(s), in the subsequent/next RA bill(s).

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- (iv) Amount to be withheld shall relate only to the extent of GST not deposited or adjusted within due date of filing of return.
 - (v) In case of final bill, GST amount so deposited shall be reimbursed by the Engineer-in-Charge only after the Contractor furnishes the documentary evidence of actual deposit of GST to the credit of Government and is reflected against the GSTIN of the employer.
 - (vi) Regarding payment of GST to the contractor, the decision of Engineer-in-Charge shall be binding on the Contractor.
- 17.5 Each Bidder shall submit only one Bid either as an individual or as a Proprietor in a Proprietary firm or as a Partner in a Partnership firm or as a Director of a Limited Company/Corporation or as a Partner in a Joint Venture. Any Bidder who has submitted a Bid for a work, shall not be a witness for any other Bidder for the same work. Failure to observe the above stipulations would render all such Tenders submitted as a Bidder and/or as a witness, liable to summary rejection.
- 17.6 The Contractor shall be fully responsible for all matters arising out of the Performance of the Contract and shall, at his own expense, comply with all laws/acts/enactments/orders/regulations/obligations whatsoever of the Government of India, State Government, Local Body and any Statutory Authority.
- 17.7 In case the bidder does not quote his rate for any item(s) in Item Rate Tender or Mixed Tender containing one or more Item Wise Schedules, it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- 17.8 In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to RITES/Employer, the rate quoted by the bidder shall be taken as negative (bidder is allowed to make positive entry only) and the negative amount so calculated shall be considered to work out the total bid amount.

18. SIGNING OF CONTRACT AGREEMENT:

- 18.1 The Tenderer whose tender has been accepted will be notified of the award by the Employer by issue of a 'Letter of Acceptance' prior to expiration of the Bid Validity period.
- The Letter of Acceptance will be sent to the Contractor in two copies one of which he should return promptly, duly signed and stamped. The Letter of Acceptance will be a binding Contract between the Employer and the Contractor till the formal Contract Agreement is executed.
- 18.2 Within the period as specified in Clause 1 of 'Clauses of Contract', from the date of issue of Letter of Acceptance, the successful Tenderer shall deliver to the Employer, Performance Guarantee and Additional Performance Guarantee (where applicable) in the format prescribed.

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18.3 The Tenderer whose Tender is accepted shall be required to submit at his cost stamp papers of appropriate value as per the provisions of Indian Stamp Act within 15 days of the date of issue of Letter of Acceptance.

18.4 At the same time the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will direct him to attend the Employer's office within 28 days of issue of Letter of Acceptance for signing the Agreement in the proforma at Annexure V. The Agreement will however be signed only after the Contractor furnishes Performance Guarantee and Additional Performance Guarantee (where applicable) and hence, where justified, the period of 28 days stipulated above will be extended suitably.

18A Amendment to Contract:

The conditions and clauses of this Contract cannot be varied except through a written Supplementary Agreement with mutual consent of both the parties to the contract.

19. PRE-QUALIFICATION PERFORMA:

The bidder shall fill the pre-qualification Performa at Annexure IX. The bid will be evaluated only considering those details and corresponding documents as mentioned in Annexure IX and no other details/certificate/document will be taken into consideration while evaluating the bid to decide whether the bidder is qualified or not. For similar work experience the details of only those works mentioned in Annexure IX may be given in Performa -1 attached to Annexure-I.

20. BRIEF NOTICE INVITING E-TENDERS:

Group General Manager/EE SBU, RITES Ltd. invites on behalf of “NWR” online ~~item rate/percentage rate/item rate + percentage rate/ lump sum~~ **Tender on Single/Two/Three Packet System** for the following work. No other mode of submission shall be accepted.

Sr. No.	NIT No.	Name of Work & Location	Cost of Tender Document (Rs.)	Estimated Cost put to Bid (Rs.)	Earnest Money (Rs.)	Period of Completion	Last Date & Time of Submission of Bid	Time & Date of Opening of Bid
1	2	3	4	5	6	7	8	9
1.	RITES/CO/RP/EE/OHE/UDZ-HMT	“Railway Electrification of 25 kV OHE Works including Traction Substations, General Electrification, Civil Engineering Works including Tower Wagon Shed, Service Buildings, Staff Quarters, Track Works, and Signaling & Telecommunication Works on existing track of single line section of Udaipur City (excl.)-Himmatnagar (excl.) in Ajmer Division, North Western Railway, Rajasthan & Gujarat, India	18,000/-	Rs.178.19 crore, excluding GST	The Bidders /Tenderers are not required to deposit the Earnest Money (Bid Security) along with the bid documents. In place of Earnest Money, it is mandatory that the Bidders/ tenderers shall submit Bid Security Declaration (Annexure XI to NIT & ITT) along with the Bid Documents. Refer GCC July-2019 Correction Slip No. 9	15 (fifteen) months or 456 days	15:00 hours on 21/06/2021	15:30 hours on 22/06/2021

21. BID DOCUMENT:

The bid document consisting of tender drawings, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on CPP Portal <https://etenders.gov.in> free of cost.

22. BID RESUBMISSION:

After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

23. BID REVISION/MODIFICATION:

While submitting the revised/modified Financial bid, the bidder can revise/modify the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

24. INVALID BID:

The bid submitted shall become invalid if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents as stipulated in the bid document including the undertaking about physical EMD or Bid Security Declaration (Annexure XI to NIT & ITT) and Cost of Tender Document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of bid opening authority.
- (iv) The bidder does not deposit physical instruments of EMD or Bid Security Declaration and Cost of Tender Document within a week of opening of Technical Bid.

25. BIDDER REGISTRATION:

Those Contractors not registered on the website mentioned hereinabove, are required to get registered beforehand. If needed they can go to CPP Portal

https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page_bidders_manual_Kit.

26. DIGITAL SIGNATURE:

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The intending bidder must have valid Class-III digital signature to submit the bid.

27. BID OPENING:

On opening date, the bidder can login and see the bid opening process. After opening of bids, he will be able to view the competitors' bid documents.

28. LIST OF DOCUMENTS:

List of Documents to be scanned and uploaded within the period of bid submission:

- (1) Banker's Cheque/Pay Order/Demand Draft towards cost of Tender Document in accordance with Clause 7.0 (f) hereinbefore.

OR

Document in support of exemption from payment of cost of Tender Document and Udyog Aadhar Memorandum (UAM) number.

- (2) Banker's Cheque/ Pay Order/ Demand Draft towards Earnest Money Deposit (EMD) in accordance with Clause 9 hereinbefore.

OR

Document in support of exemption from payment of EMD and Udyog Aadhar Memorandum (UAM) number.

OR

Bid Security Declaration as per format provided in Annexure-XI required in accordance with clause 9.2 of NIT. In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.

- (3) Authority to Sign (if required as per Clause 11.0 hereinbefore) in the format given at Annexure III and Annexure IV, as applicable.
- (4) RTGS/NEFT details as per Annexure- VII.
- (5) Self-attested copy of Documents in support of meeting the criterion of Annual Financial Turnover in accordance with Para 1 of Annexure I.
- (6) Self-attested copy of Certificates in support of meeting the criterion of Similar Work Experience in accordance with Para 2(a) of Annexure I.
- (7) Details of Similar Works completed in the format given at Performa 1 in Annexure I.
- (8) Self-attested copy of Certificates in support of meeting the criterion of Construction Experience in key activities/specified components in accordance with Para 2(b) of Annexure I.

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- (9) Self-attested copy of Documents (Audited Balance Sheets, Profit & Loss Statements and Auditor's Reports) in support of meeting the Profitability criterion in accordance with Para 4 of Annexure I.
- (10) Self-attested copy of Documents in support of meeting the criterion of Net Worth in accordance with Para 5 of Annexure I.
- (11) Declaration by the Bidder in the format given in Performa 3 of Annexure I.
- (12) Integrity Pact as per Annexure VI
- (13) Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A.
- (14) Annexure-IX duly filled in.
- (15) Self-attested copy of a certificate, confirming that the applicant is working contractor or has executed any work within the last five years reckoned from the date of opening of tender, issued by Railways, CPWD, MES, DOT, RITES, State PWD or any other Central/State Government Undertaking, Municipal Body of Central/State Government or Public Limited Company listed in Stock Exchange in India & Abroad.
- (16) Self-Attested Copy of Partnership Deed/Memorandum and Articles of Association of the firm.
- (17) Self-Attested copy of Addenda/Corrigendum(s), if any.
- (18) Self-attested copy of any other document if specified in the correction slips to the Tender Document.
- (19) Self-certified copy of the Joint Venture Agreement/Memorandum of Understanding as per Annexure II & Annexure IV (where Joint Venture is allowed).
- (20) Power of Attorney in favour of Lead Member as the Lead Member of JV executed by the authorized representatives of all the members of JV (where Joint Venture is allowed).
- (21) Self-attested copy of a certificate, confirming that the Partners including Lead Partner duly signed by the Authorized representative of each Partner/Member of Joint Venture is a working contractor or has executed any work within the last five years reckoned from the date of opening of Tender, issued by Railways, CPWD, MES, DOT, RITES, State PWD or any other Central/State Government Undertaking, Municipal Body, Autonomous Body of Central or State Government or Public Limited Company listed on NSE/BSE (where Joint Venture is allowed)
- (22) Self-attested copy of GST Registration Certificate (As applicable).

Note: Any clarification / deficient document(s) sought by RITES Ltd. as per Clause shall be submitted by the bidder online only.

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29. LIST OF PHYSICAL DOCUMENTS:

List of Documents to be submitted physically by Lowest (L1) Bidder within a week of the opening of Financial Bid:

- (1) Self-attested copy of PAN/TAN issued by income Tax Department.
- (2) Self-attested copy of registration under Labour Laws like EPF, ESI etc.
- (3) Self-attested copy of ISO 9000 Certificate. (if any)
- (4) Self-attested copies of all the documents specified in Clause 28.0 above.

30. DOCUMENTS VERIFICATION:

RITES Ltd. may approach any Bank, Individual, Employer, Firm or Corporation, whether mentioned in the documents submitted by bidders or not, to verify the credentials and general reputation of the bidder and where JV is allowed the credentials and general reputation of lead member & each Member of Joint Venture.

31. CONTRACTORS IN NEGATIVE LIST OR POOR PERFORMER:

With reference to Clause 3, Sub-clause 3(a), 3(a)(i), 3(b) and Clause 52.7 of Clauses of Contract of RITES GCC for works (Section-8), the name of the contractor declared as “Poor Performer” as per Clause 52.7 and the Contractor, whose Contract is determined as per clause 3 and deemed to be declared as “Poor Performer” as per Sub-clause 3(a)(i) will be placed in RITES “Negative List of Contractors” and then such a contractor individually and also any Joint Venture wherein such contractor is a member, will not be eligible for a period of up to two years, to participate in tenders of other works and in the tendering process for balance works as per sub-clause 3(b) which may be invited by RITES.

In case the contractor is a Joint Venture, the JV as well as all members of the JV individually or as member(s) of any other Joint Venture (JV) will not be so eligible. In case the contractor is a company then, in addition to the aforesaid provisions, the Associate Companies and Subsidiary Companies (as defined under Companies Act, 2013), of the Company included in the Negative List, will also not be eligible.

QUALIFYING CRITERIA FOR WORKS CONTRACTS

1. ANNUAL FINANCIAL TURNOVER: APPLICABLE

The bidder should have achieved a minimum annual financial turnover of **Rs.142.55** crore in any one of the last 3 Financial Years.

Notes:

- a) The financial turnover will be taken as given under the head “Income” in audited Profit and Loss Account and excluding non-recurring income, income from other sources and stock. It is clarified that the Financial Turnover means relevant revenue as recorded in the Income side of Profit and Loss Account. It does not mean Profit.
- b) Closing stocks in whatsoever manner should not form part of turnover.
- c) Weightage of 7% (compounded annually) shall be given for equating the financial turnover of the previous years to the current year.
- d) For considering the Financial Years, for example for a work for which the last stipulated date for submission of the bids is in Financial Year 2014-15, the last three Financial Years will be 2013-14, 2012-13 and 2011-12. For a work for which the last stipulated date for submission of the bids is on (say) 05.09.14 (F.Y. 2014-15), with weightage of 7% compounded annually, the weightages to be applied on the Turnover of the previous three Financial Years will be: F.Y. 2013-14 = 1.070; F.Y. 2012-13 = 1.145; F.Y. 2011-12 = 1.225
- e) The Bidder should furnish Annual Financial Turnover for each of the last 3 Financial Years in tabular form and give reference of the document (with page no.) relied upon in support of meeting the Qualification Criterion.
- f) The Bidder should submit self-attested copy of Auditor’s Report along with Balance Sheet and Profit and Loss Statement along with Schedules for the relevant Financial Year in which the minimum criterion is met. Provisional Audit Reports or certified statements will not be accepted.
- g) If the Audited Balance Sheet for the immediately preceding year is not available in case of work for which the last stipulated date for submission of the bids is before 30th September audited Balance Sheets, Profit and Loss Statements and other financial statements of the three Financial Years immediately preceding the previous Financial Year may be adopted for evaluating the credentials of the Bidder.
- h) In case JV is permitted the following provisions will apply:

(1) Large Works: APPLICABLE

For each Partner, the highest Annual Turnover in any of the last three Financial Years will be considered and the weighted figure for the current Financial Year

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will be worked out as described in Para 1 (Note c). This should not be less than the figure arrived at by multiplying the minimum Annual Turnover stipulated for the Bidder in Qualification Criterion multiplied by the percentage of financial participation by that partner in the JV. Each partner should satisfy this requirement and thus automatically JV will satisfy the criterion of minimum Annual Turnover.

(2) Normal Works:

The Partner-in-charge/Lead Member shall singly meet this criterion.

2. WORK EXPERIENCE:

(a) Similar Works Experience: NOT APPLICABLE

~~(i) For works in Normal Areas (other than Difficult Areas)~~

~~The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs. OR at least two similar works each of minimum value of Rs. OR at least three similar works each of minimum value of Rs. during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.~~

OR

~~(ii) For Works in Difficult Areas (Refer Clause 2.3)~~

~~The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs. OR at least two similar works each of minimum value of Rs. during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.~~

~~(strike out (i) or (ii) as applicable)~~

~~**Similar Works:**~~

~~Similar Works shall mean “The works requiring specialized technical experiences in the Construction/Modification to Traction Substation/Switching Station involving 25/33/66/132/220 kV or above switchgear equipment control and protection equipment or power factor correction equipment or erection and commissioning of traction transformer up to 21.6 MVA capacity or higher capacity carried out in India under a single contract (including additional work carried out under the contract)~~

~~“Similar nature of works”. The works other than those specified above will not be considered in term “Similar nature of works”.~~

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~~In case the Bidder (Indian Company) wishes to rely on a work completed abroad, the value of such completed work in foreign convertible currency shall be converted into Indian Rupees. The conversion rate shall be decided by RITES based on the rates of currency on the date of completion of work (the bidder to also submit the currency conversion rate as on completion date of the Credential Certificate relied upon by the bidder for the purpose of work experience). Further, such a bidder (Indian Company) should have also completed at least one similar work of value minimum 40% of estimated cost of work, in India in the last five years prior to the last stipulated date for submission of the bids.~~

(aa) Similar Work Experience: APPLICABLE

In case of Railway Works involving one or more components like Earthwork, Bridges, Track Linking, Track Laying, OHE, signaling etc., the Qualifying Criterion relating to Similar Work Experience shall be as under:

(i) For works in Normal Areas (other than Difficult Areas)

The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs.115.82 crore (65% of Rs.178.19 crore, the Estimated Cost of Work) OR at least two similar works each of minimum value of Rs.71.28 crore (40% of Rs.178.19 crore, Estimated Cost of Work) during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.

OR

~~(ii) For Works in Difficult Areas (Refer Clause 2.3)~~

~~The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs..... OR at least two similar works each of minimum value of Rs. during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.~~

(strike out (i) or (ii) as applicable)

Similar Works:

Similar Works shall mean “**Work of Railway Electrification (25 kV/2x25 kV) or Transmission Line above 25 KV or Distribution line above 25 KV or signaling work** carried out in India under a single contract (including additional work carried out under the contract).

“Similar nature of works”. The works other than those specified above will not be considered in term “Similar nature of works”.

PART – I: TECHNICAL BID

In case the Bidder (Indian Company) wishes to rely on a work completed abroad, the value of such completed work in foreign convertible currency shall be converted into Indian Rupees. The conversion rate shall be decided by RITES based on the rates of currency on the date of completion of work (the bidder to also submit the currency conversion rate as on completion date of the Credential Certificate relied upon by the bidder for the purpose of work experience). Further, such a bidder (Indian Company) should have also completed at least one similar work of value minimum 25% of estimated cost of work, in India in the last five years prior to the last stipulated date for submission of the Bids.

(strike out (a) or (aa) as applicable)

Notes:

- (1) A weightage of 7% (compounded annually from the date of completion of the work to the last stipulated date for submission of the Bids) shall be given for equating the value of works to the last stipulated date for submission of the Bids. For example, for a similar work of Rs. 1,00,000/- completed on 31.12.2017 and the last stipulated date for submission of the bids was 31.08.2020, the value of work shall be considered after giving weightage is (Rs. 1,00,000 * 1.07*1.07) {1+ [(7/100)*(244/366)]} = Rs. 119832.87, rounded off to Rs. 119833/-
- (2) Only such works shall be considered where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.
- (3) The Bidder should submit the details of such similar completed works as per the format at Proforma-1 enclosed.
- (4) Works carried out by another Contractor on behalf of the Bidder on a back-to-back basis will not be considered for satisfaction of the Qualification Criterion by the Bidder.
- (5) Credential certificates issued by Government Organizations/Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries/by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.
- (6) The cutoff date shall be calculated backwards from the last stipulated date for submission of Tender i.e., for a Tender having the last stipulated date for submission on 06.08.2014, the cutoff date shall be 07.08.2009.
- (7) In case JV is permitted, following provisions will apply: **APPLICABLE**

Large Works: APPLICABLE

All the partners shall jointly meet this criterion.

Normal Works: NOT APPLICABLE

The Partner-in-charge/Lead Member shall singly meet this criterion.

(b) Construction Experience in Key Activities/Specified Components

To qualify for award of the contract, each bidder in his own name or as a member of a Joint Venture should have, in the last five years prior to the last stipulated date for submission of the bid, executed the following key activities in any one work individually*/ maximum three works cumulatively* carried out in India.

(Strike out whichever is not applicable or retain both)

(1) Overhead Equipment (OHE):

- (a) Installation testing and charging of 25 kV OHE system of minimum length of **118 TKM** through single contract.

OR

- (b) Installation testing and Commissioning of Transmission/ Distribution line work of voltage equal to or more than 25 kV for a minimum length **118 CKM** through a single contract.

AND

Installation testing and charging of 25 kV OHE system of minimum length of **71 TKM** through a single contract.

Note: The work of Transmission Line of **118 CKM** and OHE system **71 TKM** completed by one or more than one partner of JV.

OR

- (c) Installation testing and charging of 25 kV OHE system through two works each of minimum length of **71 TKM**.

(2) Traction Sub-station (TSS):

- (a) Installation, testing and commissioning of one work of Sub-station of at least 110 kV and above (HT side)/33 kV or Higher Voltage (LT side) involving at least one power transformer through a single contract.

OR

- (b) Installation testing and commissioning of one work of 25 kV OHE Traction substation of at least 66 kV or higher incoming voltage involving at least one power transformer through a single contract.

- (3)** The Bidder must give a separate undertaking for each key activity mentioned below that either he is having minimum requisite experience mentioned below against each

PART – I: TECHNICAL BID

activity himself or he will be deploying specialist subcontractor not exceeding three for each activity, each subcontractor having such experience (in proportion to the quantity proposed to be assigned to him), if he is awarded the contract.

Sr. No.	Key Activity	Minimum experience requirement (executed during last five years prior to the applications submission deadline) for the bidder or specialist subcontractor for execution of following Key activities
1	Civil	Execution of associated Civil work, i.e., construction of staff quarters, service buildings for at least INR 6.92 Crores (65% of estimated cost of civil work)
2	General Electrification	Execution of General Electrical works of Value INR 7.23 crores. (65% of estimated cost of general electrification work) Must have valid Electrical Contractor License from appropriate authority. Must have valid license from the appropriate authority to work on the 33 kV power supply system.
3	SCADA	Should be on approved list of RDSO, for a standard SCADA system.
4	S&T Work	Installation testing and commissioning of “Relay interlocking (PI/PRI) Electronic Interlocking (EI) with Multi Aspect Color Light Signaling (MACLS)” of minimum value Rs. 5.14 Crores (65% of estimated cost of S&T work) through a single contract. OR Installation testing and commissioning of “Relay interlocking (PI/PRI) Electronic Interlocking (EI) with Multi Aspect Color Light Signaling (MACLS)” of two works each of at least minimum value Rs 3.16 Crores (40% of estimated cost of S&T work) .

Note:

- (1) If the contract is awarded to the bidder and he himself does not have requisite experience as above, he is required to enter into legally enforceable agreement with the specialist sub-contractors at least one month prior to scheduled starting of key activities as per program submitted by him as contractor and agreed by the Engineer. The Agreement must specify the specific role and responsibility of the sub-contractor.
- (2) Such contractors for above Civil, General Electrification, SCADA and S&T works shall require prior approval of RITES before start of work.

(Ideally only very few and that too, specialized components of the work may be specified)

PART – I: TECHNICAL BID

at the description of tender approving authority).

Notes:

- (1) Credential certificates issued by Government Organizations/Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries/by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.
- (2) When key activities/specified components are expressed/specified in monetary terms, a weightage of 7% (compounded annually from the date of completion of the key activity to the last stipulated date for submission of the Bids). For example, for a key activity of Rs. 1,00,000/- completed on 31.12.2017 and the last stipulated date for submission of the bids was 31.08.2020, the value of key activity that shall be considered after giving weightage is $(Rs.1,00,000 * 1.07 * 1.07) \{1 + [(7/100) * (244/366)]\} = Rs. 119832.87$, rounded off to Rs. 119833/-
- (3) The work satisfying the criterion for a particular key activity may be different from a work satisfying the criterion for another key activity.
- (4) The Bidder should furnish with his Bid a tabular statement giving contract-wise quantities/amounts of key activities (mentioning date of start and date of completion of key activities) executed in the last 5 years prior to the last stipulated date for submission of the bids which meet the Qualification Criterion along with documentary proof in support thereof (indicating relevant page numbers).
- (5) Even if a work has not been completed but if the specified quantity / specified value in monetary terms of the key activity has been completed, the same shall be taken into consideration for the purpose of this criterion.
- (6) Any work executed by the Bidder as a member of a Joint Venture will be accepted provided there is documentary proof in support of the same either in the MOU/Agreement of the JV or in a declaration by the other Members of that JV or the Client confirming that the key activity was actually executed by the Bidder.

In case JV is permitted, the following provisions will apply: **APPLICABLE**

Large Works

PART – I: TECHNICAL BID

All the partners shall jointly meet this criterion.

Normal Works

All the partners shall jointly meet this criterion.

3. SERVICING OF LOAN / CREDIT LIMIT

The bidder should furnish a declaration that he has not failed to service the principal amount or interest or both of a loan amount / credit limit from any Bank or Financial Institution during a period of one year prior to the deadline for submission of bids, i.e., the last stipulated date for submission of bids.

Notes:

- (1) In case a bidder has defaulted in servicing his loan/credit limit during a period of one year prior to the last stipulated date for submission of bids, he shall be disqualified.
- (2) The declaration may be included in the Declaration to be submitted in Performa – 3 to this Annexure.
- (3) In case JV is permitted, following provisions will apply: **APPLICABLE**

Large Works:

Each partner shall sign the declaration.

Normal Works:

~~The Partner in charge/Lead Member shall sign the declaration.~~

4. PROFITABILITY: APPLICABLE

The Bidder should be a profit (net) making firm and should have made profit during any two of the past 3 Financial Years immediately preceding the last stipulated date for submission of bids. If the audited Balance Sheet for the immediately preceding year is not available in case of the work for which the last stipulated date for submission of the bids is before 30th September, Audited Balance Sheets of the three financial Years immediately preceding the previous Financial Year shall be considered.

The Bidder should furnish figures of net profit of last 3 years in a tabular form and submit attested copies of Auditor's Reports along with audited Balance Sheets and Profit and Loss Statements for the last three Financial Years. Specific reference with page no. of document which proves satisfaction of this Qualifying Criterion should be indicated in the tabular statement.

Notes:

In case JV is permitted, the following provisions will apply: **APPLICABLE**

Large Works: APPLICABLE

All the partners shall meet individually this criterion.

PART – I: TECHNICAL BID

Normal Works

The Partner-in-charge/Lead Member shall singly meet this criterion.

5. NET WORTH: APPLICABLE

The Bidder should have positive Net Worth of at least **Rs.26.73 crore** (15% of the estimated cost of Rs.178.19 crore).

Notes:

- (a) Net Worth shall be computed from the bidder's audited balance sheet of the last financial year ending on a date not prior to 18 months from the last stipulated date for submission of the bids.
- (b) In case JV is permitted, the following provisions will apply: **APPLICABLE**

Large Works

All the partners shall jointly meet this criterion.

Normal Works

The Partner-in-charge/Lead Member shall singly meet this criterion.

6. Points to note on satisfaction of qualifying criteria in case of both LARGE and NORMAL works.

(a) Sub-Contractor's Experiences and Resources:

Sub-Contractors' Experiences and Resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.

(b) Experiences and Resources of the Parent Company and other subsidiary companies:

If the Bidder is a wholly owned subsidiary of a company, the experience and resources of the owner/parent company or its other subsidiaries will not be taken into account. However, if the Bidder is a Company, only the Experience (and not the Financial Resources) of its subsidiaries will be taken into consideration.

7. DISQUALIFICATION ON CERTAIN GROUNDS:

Even though the Bidders may meet the above qualifying criteria, they are subject to be disqualified, if they have,

- (a) Concealed any information/document which may result in the Bidder's disqualification or if any statement/information/document furnished by the Bidder or issued by a Bank/Agency/Third party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party. In such a case, besides Bidder's liability to action under para 9.4 of Instructions to Tenderers, the Bidder is liable to face the penalty of banning of business dealings with him by RITES.

PART – I: TECHNICAL BID

- (b) Records of any contract awarded to them, having been determined during the past three years prior to the deadline for submission of bids i.e., last stipulated date for submission of bids.
- (c) Been declared as ‘Poor Performer’ by RITES and their name is currently in the ‘Negative List’ of RITES.
- (d) Their business banned or suspended by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government and such ban is in force.
- (e) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.

A declaration to the above effect in the form of affidavit on stamp paper of Rs. 10/- duly attested by Notary/Magistrate should be submitted as per format given in **Proforma 3** enclosed.



LIST OF SIMILAR WORKS

SATISFYING QUALIFICATION CRITERION COMPLETED DURING THE LAST 5 YEARS

Sr. No.	Client's Name and Address	Name of the Work & Location	Scope of Work carried out by the Bidder	Agreement /Latter of Award No. and date	Contract Value		Date of Start	Date of Completion		Reasons for delay in Completion if any	Ref. of document (with page no.) in support of meeting Qualification Criterion
					Awarded	Actual on Completion		As per LOA/ Agreement	Actual		

SEAL AND SIGNATURE OF THE BIDDER

PART – I: TECHNICAL BID

Note:

- (1) In support of having completed above works, attach self-attested copies of the completion certificate from the owner/client or Executing Agency/Consultant appointed by Owner/Client indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the Bidder. “Contract Value” shall mean gross value of the completed work including cost of materials supplied by the Owner/Client but excluding those supplied free of cost.
- (2) Credential certificates issued by Government Organizations/Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/Autonomous Bodies of Central/State Government or their subsidiaries/by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.
- (3) In case of a Certificate from a Public Limited Company or its subsidiary, the Bidder should also submit documentary proof that the Public Ltd. Company was listed in Stock Exchange in India or Abroad when the work was executed for it.
- (4) Information must be furnished for works carried out by the Bidder in his own name or proportionate share as member of a Joint Venture. In the latter case details of contract value including extent of financial participation by partners in that work should be furnished.
- (5) If a Bidder has got a work executed through a Subcontractor on a back-to-back basis, the Bidder cannot include such a work for his satisfying the Qualification Criterion even if the Client has issued a Completion Certificate in favour of that Bidder.
- (6) Use a separate sheet for each partner in case of a Joint Venture.
- (7) Only similar works completed during the last 5 years prior to the last stipulated date for submission of Bid, which meet the Qualification Criterion need be included in this list.
- (8) Only those works mentioned in Annexure IX shall be given in this Performa.



Proforma – 2:

**Solvency Certificate
from a Nationalized or A Scheduled Bank**

-Deleted-

DECLARATION BY THE BIDDER

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary/Magistrate)

This is to certify that We, M/s....., in submission of this offer confirm that:

- (i) We have visited the site of work and seen the working conditions, approach road/path, availability of water, electricity, construction labour, construction materials and other relevant requirements connected with the work.
- (ii) We have neither concealed any information/document which may result in our disqualification nor made any misleading or false representation in the forms, statements, and attachments in proof of the qualification requirements.
- (iii) During the past three years prior to the deadline for submission of bids, no contract awarded to us has been determined.
- (iv) No Central/State Government Department/Public Sector Undertaking or Enterprise of Central/State Government has banned/suspended business dealings with us as on date.
- (v) We have submitted all the supporting documents and furnished the relevant details as per prescribed format and we agree to submit, without delay additional information/documents which may be demanded by RITES Ltd.
- (vi) List of Similar Works satisfying Qualification Criterion indicated in Proforma 1 does not include any work which has been carried out by us through a Subcontractor on a back-to-back basis.
- (vii) The information and documents submitted with the Tender and those to be submitted subsequently by way of clarifications are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- (viii) We have not failed to service the principal amount or interest or both of a loan account/credit limit from any Bank or Financial Institution during a period of one year prior to the deadline for submission of bids.
- (ix) *The original instruments of EMD (The Bidder is required to submit Bid Security Declaration (Annexure XI to NIT & ITT) Refer GCC July-2019 Correction Slip No. 9) and Cost of Tender Document, in physical form shall be deposited by us with RITES Ltd. within a week from the date of opening of Technical Bid failing which RITES Ltd. may reject the bid and also take action to debar us from participating in Tenders invited by RITES Ltd. for a period of two years.**

OR

*We are exempted from payment of cost of Tender Document and EMD and the certified copies of original documents in support of such exemption shall be deposited by us with RITES Ltd. within a week from the date of opening of Technical Bids and original documents produced on demand, failing which RITES Ltd. may reject the bid



PART – I: TECHNICAL BID

and also take action to debar us from participating in Tenders invited by RITES Ltd. for a period of two years.

(* Delete whichever is not applicable)

- (x) We understand that in case any information/document which may result in our disqualification is concealed by us or any statement/information/document furnished by us or to be furnished by us in connection with this offer or issued by Bank/Agency/Third Party is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party, business dealings with us may be banned.
- (xi) The minimum local Content as defined in Sub-clause 12.15 of Section-1 shall be more than 50% in the works offered by us for procurement.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document



**DRAFT MEMORANDUM OF UNDERSTANDING
EXECUTED BY MEMBERS OF THE JOINT VENTURE**

(On each firm’s Letter Head)

From

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

To

RITES Ltd.

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

Dear Sir,

Re: RITES Tender Notice No..... dated.....
for (Name of Work)

- 1. We wish to conform that our company/firm (delete as appropriate) has formed a Joint Venture with (insert names of all other members of the group) for purposes associated with your Tender No

(Members who are not the Lead Member of the Joint Venture should add the following paragraph) *

* The Joint Venture is led by (insert name of the Lead Member) whom we hereby authorize to act as leader on our behalf for the purposes of

PART – I: TECHNICAL BID

submission of Bid for (name of work) and to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint Venture. For this purpose, we have executed a Power of Attorney in favour of (name of the Lead Member).

(Member who is the Lead Member of the Joint Venture should add the following paragraph) **

** In this Joint Venture we act as Lead Member and for the purposes of bidding for the work, represent the Joint Venture.

2. Till the award of work, the Lead Partner shall furnish Bid bond and all other bonds/guarantees to the Employer on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.
3. In the event of our Joint Venture being awarded the contract we agree to be jointly with _____ (insert names of all other members of the Joint Venture) and severally liable to RITES, its successors and assigns for all obligations, liabilities, duties and responsibilities arising from or imposed by the contract subsequently entered into between RITES and our Joint Venture.
4. The precise responsibility of the Lead Member and other Members of the Joint Venture in respect of planning, design, construction equipment, key personnel, work execution and financing of the Work including Percentage of financial participation by each Member will be as indicated in the Annexure. These shall not be varied/modified subsequently without your prior approval.
5. We further agree that entire execution of the contract shall be carried out exclusively through the Lead Member.
6. In case our Bid is successful, the Joint Venture Agreement incorporating the above provisions will be executed within 15 days of receipt of Letter of Acceptance from you and shall be registered at the place where the Agreement will be signed, so as to be legally valid and binding on all Members of the Joint Venture.
7. We agree that the Joint Venture Agreement shall be valid during the entire currency of the Contract including the period of extension if any, and the maintenance period after the work is completed.
8. We further confirm that we shall open a Bank Account in the name of JV and all payments due to the JV shall be made by you by crediting to that Account. To facilitate statutory deductions such as towards Income Tax and VAT made from the amounts due to us against our bills, being credited to the concerned Government departments, we shall obtain PAN/TIN number etc. as required and advise you the details before claiming our first on-account bill.
9. We affirm that the Integrity Pact with the Employer in the format at Annexure VI (if applicable) shall be signed by the Lead Member duly witnessed, on behalf of the Joint Venture. All Members including the Lead Member shall comply with the provision in the Integrity Pact and any violation of the Integrity Pact by any Member shall be construed as violation by the Joint Venture.

PART – I: TECHNICAL BID

Encl: Annexure indicating % of financial participation by each Member of JV.

Yours faithfully,

Signature	
(Name of Signatory)	
(Capacity of Signatory)	
Seal	
Witness 1	Witness 2
Name	Name
Address	Address
Occupation	Occupation

Note: **To be executed by each Member of the Joint Venture individually.**



FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

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

POWER OF ATTORNEY

We, M/s..... (name of the firm/company with address of the registered office) hereby constitute, appoint, and authorize Mr./Ms. (Name and residential address) who is presently employed with us and holding the position of and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds, or things necessary or incidental to our bid for the work **“Railway Electrification of 25 kV OHE Works including Traction Substations, General Electrification, Civil Engineering Works including Tower Wagon Shed, Service Buildings, Staff Quarters, Track Works, and Signaling & Telecommunication Works on existing track of single line section of Udaipur City (excl.)-Himmatnagar (excl.) in Ajmer Division, North Western Railway, Rajasthan & Gujarat, India”**. including signing and submission of application/proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with RITES and thereafter till the expiry of the Contract Agreement.

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

(Add in the case of a Joint Venture)

Our firm is a Member/Lead Member of the Joint Venture of, and

Dated this the day of 20.....

(Signature and name of authorized signatory being given Power of Attorney)

.....

(Signature and name in block letters of *All the partners of the firm, *Authorized Signatory for the Company)

(*Strike out whichever is not applicable)



PART – I: TECHNICAL BID

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- (1) In case the Firm/Company is a Member of a Joint Venture, the authorized signatory has to be the one employed by the Lead Member.
- (2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**FORMAT FOR POWER OF ATTORNEY (POA)
TO LEAD MEMBER OF JOINT VENTURE**

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

Whereas RITES Ltd. has invited bids for (Name of work) for and on behalf of as an Agent /Power of Attorney Holder.

Whereas the Members of the Joint Venture (JV) comprising of M/s....., M/s....., M/s..... and M/s (the respective names and addresses of the registered offices to be given) are interested in bidding for the work and implementing the same in accordance with the terms and conditions contained in the bid documents.

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s, M/s and M/s hereby designate M/s. being one of the members of the JV, as the Lead Member of the JV, to do on behalf of the JV, all or any of the acts, deeds or things necessary or incidental to the JV's bid for the work, including submission of application proposal, participating in meetings, responding to queries, submission of information/documents and generally to represent the JV in all its dealings with RITES or any other Government Agency or any person, in connection with the work until culmination of the process of bidding till the contract agreement is entered into with RITES and thereafter till the expiry of the contract agreement.

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

Dated this the day of 20...

.....

(Signature and Name in Block letters of *All the Partners of the firm / * Authorised Signatory for the Company)

(* Strike out whichever is not applicable)



PART – I: TECHNICAL BID

Seal of firm / Company

Witness 1

Name:

Address:

Occupation:

Witness 2

Name:

Address:

Occupation:

Notes:

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



FORM OF AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No. dated

THIS AGREEMENT is made on day of two thousand between RITES Ltd. a Government of India Enterprise and a Company registered under Companies Act, 1956 having its registered office at SCOPE Minar, Laxmi Nagar, Delhi - 110092 and its Corporate Office at RITES BHAWAN, Plot No.1, Sector 29, Gurgaon (Haryana) representing through, RITES LIMITED acting for and on behalf of and as an Agent /Power of Attorney Holder of hereinafter called the Employer (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) on one part and M/s.....hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/ their successors and assigns) of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz..... (brief description of work) and has by Letter of Acceptance datedaccepted a tender submitted by the Contractor for the execution, completion, remedying of any defects therein and maintenance of such works at a total Contract Price of Rs. (Rupees only)

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents in conjunction with addenda/corrigenda to Tender Documents shall be deemed to form and be read and construed as part of this agreement viz.
 - (a) The Letter of Acceptance dated
 - (b) Priced Schedule (Bill) of Quantities
 - (c) Notice Inviting Tender and Instructions to Tenderers.
 - (d) RITES Tender and Contract Form [DELETED]
 - (e) Special Conditions
 - (f) Schedules A to F
 - (g) Technical Specifications
 - (h) Drawings
 - (i) Amendments to Tender Documents (List enclosed)



PART – I: TECHNICAL BID

- (j) General Conditions of Contract (read with Correction Slip Nos. 1 to --) comprising of
 - (i) Conditions of Contract,
 - (ii) Clauses of Contract,
 - (iii) RITES Safety Code
 - (iv) RITES - Model Rules for the protection of Health and Sanitary arrangements for Workers
 - (v) RITES – Contractor’s Labour Regulations
- 3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete, remedy defects therein and maintain the works in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay to the Contractor in consideration of the execution, completion, remedying of any defects therein and maintenance of the works, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereinto affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

.....
In the capacity of	Representing RITES LIMITED
	In the capacity of Agent/Power of Attorney
	Holder
On behalf of M/s	For and on behalf of
(The Contractor)
	(The Employer)
In the presence of	In the presence of
Witness (Signature, Name & Designation)	Witness (Signature, Name & Designation)
1.	1.
2.	2.

INTEGRITY PACT

Between

RITES LTD. acting for and on behalf of and as an Agent/Power of Attorney Holder of NWR hereinafter called the “Employer” AND..... hereinafter referred to as “The Bidder/Contractor”

PREAMBLE:

The Employer intends to award, under laid down organizational procedures, contract/s for “Railway Electrification of 25 kV OHE Works including Traction Substations, General Electrification, Civil Engineering Works including Tower Wagon Shed, Service Buildings, Staff Quarters, Track Works, and Signaling & Telecommunication Works on existing track of single line section of Udaipur City (excl.)-Himmatnagar (excl.) in Ajmer Division, North Western Railway, Rajasthan & Gujarat, India”.

The Employer values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or contractor/s.

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Employer:

- (1) The Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles: -
 1. No employee of the Employer, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 2. The Employer will, during the tender process, treat all Bidders with equity and reason. The Employer will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. RITES in cooperation with CVC has signed MOU with Transparency International (India) for adoption of integrity pact (IP) as a vigilance tool for promoting integrity / transparency and competitiveness in matter of major procurements. It has been decided by RITES that integrity pact shall be made part of Bid Documents to be issued to all intending Bidders, for work of estimated cost Rs. 10 Crores or more, independent External monitor(s) (IEM) shall be pre-nominated to review independently, the compliance of integrity pact. The competent Authority to appoint IEM is the CMD/RITES. The Integrity Pact is

PART – I: TECHNICAL BID

available as Annexure VI to section I (Part I) of Bid Document viz NIT & Instruction to Tenders, in all Tender Documents for works of estimated cost Rs. 10 crores or more.

The features of the scheme and essential ingredients of the Pact and its implementation procedure are given below.

Appointment of IEMs:

- (a) For appointment of IEM, RITES has to forward a panel of suitable persons to the Central Vigilance Commission (CVC). This panel may include those who are in the panel maintained by CVC or they may propose names of other suitable persons for appointment as IEMs. While forwarding the panel of suitable persons, RITES is required to close detailed biodata in respect of all names proposed. The details would include positions during the last ten years before superannuation, special achievements, experience, etc., in Government sector. It is desirable that the person proposed should possess domain experience of RITES' activities or the relevant field with which they may be required to deal.
- (b) CVC would not consider the name of an officer/executive who is either serving or who has retired from the RITES to be an IEM in RITES, although they may have served in the top management.
- (c) A person may be appointed as an IEM in a maximum of three organizations at a time by CVC.
- (d) The terms and conditions of appointment, including the remuneration payable to the IEM, should not include individually to the IEMs concerned as per Role and Duties of IEMs.
- (e) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias toward some bidders. IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered is not subject to review at the request of RITES.
- (f) RITES is required to provide secretarial assistance to IEMs for rendering their job as IEMs.
- (g) In case of any misconduct by an IEM, the CMD/RITES can bring it to the notice of CVC detailing the specific misconduct for appropriate action at CVC's end.
- (h) The role of RITES' CVC shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVC in terms of the provisions of the CVC Act or Vigilance Manual if a complaint is received by him/her or directed to him/her by CVC.

Implementation:

- (i) IP shall cover all phases of the contract i.e., from the stage of NIT/ Pre-Bid stage till completion of contract. Any violation of the same would entail disqualification of bidders.
- (j) Entering into this Pact by the bidder would be a preliminary qualification.

PART – I: TECHNICAL BID

- (k) IP would be implemented through a panel of IEMs appointed by RITES with the approval of CVC. For ensuring liaison between IEMs and contractor/Employer, RITES will nominate a suitable officer at HQ as Liaison Officer.
- (l) Detailed of guidelines for banning of business dealing are incorporated in Annexure to the Integrity Pact. The guideline lay down a transparent process specifying the ground for banning and envisaging issuing of a notice to the Agency. According to these guidelines, the Director concerned is the competent authority for banning business dealings with an Agency and the CMD is the Appellate Authority. A banning committee is also envisaged for examining the case and submitting its recommendation to the Competent Authority. The Banning Committee to be constituted by the Director / CND will comprise members from Finance, Legal Cell and one other member to be nominated by the Director / CMD. Additional member(s) can also be co-opted but none of the members should have been connected with the tendering process under question.
- (2) If the Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code)/PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor:

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (1) The Bidder/Contractor will not directly or through any other person or firm, offer, promise, or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (2) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.
 - (3) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (4) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

PART – I: TECHNICAL BID

- (5) Foreign bidders shall disclose the name and address of agents and representative in India.
- (6) Indian bidders shall disclose their foreign principals of associates.
- (2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

If the Bidder/Contractor, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Guideline on Banning of Business Dealing" annexed and marked as Annexure "A".

Section 4 – Compensation for Damages:

- (1) If the Employer has disqualified in terms of the provisions in Section 3, the Bidder/Contractor from the tender process prior to the award of contract, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Employer has terminated the contract during execution in terms of the provisions under Section 3, the Employer shall be entitled to demand and recover from the Contractor the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee, which shall be absolutely at the disposal of the Employer.

Section 5 - Previous transgression:

- (1) The Bidder/Contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on Banning of Business Dealing".

Section 6 - Equal treatment of all Bidders/Contractors/Sub-Contractors:

- (1) The Bidder/Contractor undertakes to demand from all partners/sub-contractors (if permitted under the conditions/clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Employer before signing the contract.
- (2) The Bidder/Contractor confirms that any violation by any of his partners/sub-contractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Contractor himself, leading to possible Termination of Contract in terms of Section 4.
- (3) The Employer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/Sub-Contractors:

If the Employer obtains knowledge of conduct of a Bidder, Contractor or Partners/Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub- Contractor, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to its Chief Vigilance Officer.

Section 8 - Independent External Monitor/Monitors:

- (1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the CMD/RITES Ltd.
- (3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners/Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder /Contractor/Partners/Sub-Contractor with confidentiality.
- (4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action. . The role of the Monitor will be advisory and his advice will not be legally binding.
- (6) As far as possible, The Monitor will submit a written report to the CMD/RITES within 10 weeks from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the CMD/RITES of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD/RITES has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) Issues like warranty/guarantee etc. shall be outside the purview of IEMs.
- (9) The word Monitor would include both singular and plural.
- (10) The role of the Monitor will be advisory, and his advice will not be legally.



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Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit is released on completion of the Maintenance Period and for all other Tenderers six months after the Contract has been awarded.

If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by MD/RITES Ltd.

Section 10 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or Joint Venture, this agreement must be signed by the Partner in charge/Lead Member nominated as being in-charge and who holds the Power of Attorney signed by legally authorized signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Joint Venture will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Joint Venture. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the Joint Venture leading to possible Termination of Contract in terms of Section 3.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- (6) In case the sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

RITES Ltd.	For the bidder/Contractor)
Agent / Power of Attorney Holder	Power of Attorney Holder
.....
.....
(For & on behalf of the Employer)	
(Official Seal)	(Official Seal)
	Place:
	Date:

Witness 1:



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(Name & Address)

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

Witness 2

(Name & Address)

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

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1. Introduction:

- 1.1. RITES, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, have to ensure preservation of rights enshrined in Chapter III of the Constitution. RITES has also to safeguard its commercial interests. It is not in the interest of RITES to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RITES to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope:

- 2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.3 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions:

In these Guidelines, unless the context otherwise requires:

- i) ‘Bidder/Contractor/Supplier’ in the context of these guidelines is indicated as ‘Agency’.
- ii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:
 - a) The Director shall be the ‘Competent Authority’ for the purpose of these guidelines. CMD, RITES shall be the ‘Appellate Authority’ in respect of such cases.
 - b) CMD, RITES shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iii) ‘Investigating Department’ shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

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iv) ‘Banning Committee’ shall mean a Committee constituted for the purpose of these guidelines by the competent authority. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

4. Initiation of Banning/Suspension:

Action for banning/suspension business dealings with any Agency should be initiated by the department/unit having business dealings with them after noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings:

5.1 If the conduct of any Agency dealing with RITES is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months’ time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated:

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants.

6.2 If the Director/Owner of the Agency, proprietor, or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RITES, during the last five years.

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.

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- 6.4 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence.
- 6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise.
- 6.6 In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
- 6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (RITES) or its official in acceptance/performances of the job under the contract.
- 6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations.
- 6.9 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (RITES) or even otherwise.
- 6.10 Established litigant nature of the Agency to derive undue benefit.
- 6.11 Continued poor performance of the Agency in several contracts.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings:

- 7.1 A decision to ban business dealings with any Agency shall apply throughout the Company.
- 7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

8. Show-cause Notice:

- 8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.
- 8.2 If the Agency requests for inspection of any relevant document in possession of RITES, necessary facility for inspection of documents may be provided.
- 8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the

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Competent Authority for banning or otherwise. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether Clause 9.4 of Tender and Contract Document is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

- a) For completely exonerating the Agency; or
- b) For forfeiture of EMD but for not banning of business dealings with the Agency; or
- c) For forfeiture of EMD and banning the business dealing with the Agency.

8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority:

9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

10. Review of the Decision by the Competent Authority:

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review.

11. Circulation of the names of Agencies with whom Business Dealings have been banned:

Depending upon the gravity of misconduct established, the Competent Authority of RITES may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12. Restoration:

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- 12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as “withdrawn”.
- 12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent.



MANDATE FORM

To

RITES Ltd.

.....
.....

Sub: Authorization for payments through Electronic Fund Transfer System (RTGS/NEFT)

Dear Sir,

We hereby authorize RITES Ltd. to make all our payments, including refund of Earnest Money, through Electronic Fund Transfer System (RTGS/NEFT). The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1.	NAME OF THE BENEFICIARY	
2.	ADDRESS WITH PIN CODE	
3.	(A) TELEPHONE NO. WITH STD CODE	
	(B) MOBILE NO.	
4.	BANK PARTICULARS	
A	BANK NAME	
B	BANK TELEPHONE NO. WITH STD CODE	
C	BRANCH ADDRESS WITH PIN CODE	
D	BANK FAX NO. WITH STD CODE	
E	11 CHARACTER IFSC CODE OF THE BANK (either enclose a cancelled cheque or obtain certificate as appended)	
F	BANK ACCOUNT NUMBER (as appearing in the cheque book)	
G	BANK ACCOUNT TYPE (TICK ONE)	Saving/ Current/ Loan/ Cash Credit/ Others
H	IF OTHERS, SPECIFY	
5.	PERMANENT ACCOUNT NUMBER (PAN)	
6.	E-MAIL ADDRESS	



I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, I / We would not hold RITES Ltd. responsible. Bank charges for such transfer will be borne by us.

Date:

SIGNATURE
(AUTHORISED SIGNATORY)
Name

BANK CERTIFICATION

It is certified that the above-mentioned beneficiary holds bank account No..... with our branch and the Bank particulars above are correct.

Date:

SIGNATURE
(AUTHORISED SIGNATORY)
Name
OFFICIAL STAMP



-BLANK-

PRE-QUALIFICATION PERFORMA

Name of work	Railway Electrification of 25 kV OHE Works including Traction Substations, General Electrification, Civil Engineering Works including Tower Wagon Shed, Service Buildings, Staff Quarters, Track Works, and Signaling & Telecommunication Works on existing track of single line section of Udaipur City (excl.)- Himmatnagar (excl.) in Ajmer Division, North Western Railway, Rajasthan & Gujarat, India
Tender No.	RITES/CO/RP/EE/OHE/NUPPL/UDZ-HMT
Name of the Bidder	

Details of Cost of Tender Document paid by Banker's Cheque/Pay Order/ Demand Draft

Name & Address of Issuing Bank	Amount	Date of Issue	Instrument placed at

Details of EMD paid by Banker's Cheque/Pay Order/ Demand Draft

Name & Address of Issuing Bank	Amount	Date of Issue	Instrument placed at

NOTE:

The Bidders/ Tenderers are not required to deposit the Earnest Money (Bid Security) along with the bid documents. In place of Earnest Money, it is mandatory that the Bidders/ tenderers shall submit Bid Security Declaration (Annexure XI to NIT & ITT) along with the Bid Documents. Refer GCC July-2019 Correction Slip No. 9.)

Annual Financial Turnover: APPLICABLE

Sr. No.	Financial Years	Turn Over (Rs. In Lacs)	Documents placed at:	Remarks
1.	2020-21			
2.	2019-20			
3.	2018-19			
4.	2017-18			

Profitability: APPLICABLE

Sr. No.	Financial Years	Profit with (+) sign or Loss with (-) sign (In Lakhs)	Documents placed at:	Remarks
1.	2020-21			
2.	2019-20			
3.	2018-19			
4.	2017-18			



PART – I: TECHNICAL BID

Similar Work Experience

Sr. No.	Name of work	Name of Client	Actual Date of Start	Actual Date of Completion	Actual Completion Cost	Completion Certificates placed at:	Remarks
1.							
2.							
3.							
4.							

PART – I: TECHNICAL BID

Construction Experience in Key Activities (if applicable)

Sr. No.	Key Activity/ Component	Quantity of Key Activity/ Component Executed	Amount of Key Activity/ Component Executed	Name of work	Name of Client	Actual Date of Start and date of Completion of Key Activity	Certificate placed at:	Remarks
1.								
2.								
3.								
4.								

Net Worth

Sr. No.	Financial Years	Net Worth (in Rs.)	Documents placed at:	Remarks
1.	2020-21			
2.	2019-20			

Other Documents to be submitted along with Tender Documents:

Sr. No.	Particulars	Documents placed at:	Remarks
1.	Declaration by the Bidder as per Proforma-3		
2.	Self-attested copy of Partnership Deed/ Memorandum and Articles of Association of the Firm		
3.	Self-attested copy of a Written Power of Attorney of the signatory of the Tender on behalf of the tenderer. (Annexure-III or Annexure IV as applicable)		
4.	Self-attested copy of a certificate, confirming that the applicant is working contractor or has executed any work within the last five years reckoned from the date of opening of tender, for Railways, CPWD, MES, DOT, RITES, Stare PWD or any other Central/State Government department, Central/State Government under taken or their subsidiaries, Municipal Body, Autonomous Body of Central / State Government or Public Ltd., Companies listed on stock exchange in India or Abroad or Subsidiaries of such companies.		
5.	List of similar works satisfying qualification criterion completed during the last 5 years as per Proforma-1		
6.	Integrity Pact as per Annexure-VI		
7.	Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A		
8.	Self-attested copy of Corrigendum/ Minutes of Pre-Bid Meeting, if any.		
9.	RTGS/NEF details as per Annexure-VII		
10.	Self-attested copy of GST Registration Certificate.		

LIST OF 60 DISTRICTS COVERED UNDER IAP

Sr. No.	State	District
1.	Andhra Pradesh	Adilabad
2.	Andhra Pradesh	Khammam
3.	Bihar	Arwal
4.	Bihar	Aurangabad
5.	Bihar	Gaya
6.	Bihar	Jamui
7.	Bihar	Jehanabad
8.	Bihar	Nawada
9.	Bihar	Rohtas
10.	Chhatisgarh	Bastar
11.	Chhatisgarh	Bijapur
12.	Chhatisgarh	Dantewada
13.	Chhatisgarh	Jashpur
14.	Chhatisgarh	Kanker
15.	Chhatisgarh	Kawardha
16.	Chhatisgarh	Koriya
17.	Chhatisgarh	Narayanpur
18.	Chhatisgarh	Rajnandgaon
19.	Chhatisgarh	Surguja
20.	Jharkhand	Bokaro
21.	Jharkhand	Chatra
22.	Jharkhand	Garhwa
23.	Jharkhand	Gumla
24.	Jharkhand	Hazaribagh
25.	Jharkhand	Kodarma
26.	Jharkhand	Latehar
27.	Jharkhand	Lohardaga
28.	Jharkhand	Pachim Singhbhum
29.	Jharkhand	Palamu
30.	Jharkhand	Purbi Singhbhum

PART – I: TECHNICAL BID

Sr. No.	State	District
31.	Jharkhand	Ram Garh
32.	Jharkhand	Saraikela
33.	Jharkhand	Simdega
34.	Madhya Pradesh	Anuppur
35.	Madhya Pradesh	Balaghat
36.	Madhya Pradesh	Dindori
37.	Madhya Pradesh	Mandla
38.	Madhya Pradesh	Seoni
39.	Madhya Pradesh	Shahdol
40.	Madhya Pradesh	Sidhi
41.	Madhya Pradesh	Umaria
42.	Maharashtra	Gadchiroli
43.	Maharashtra	Gondiya
44.	Orissa	Balangir
45.	Orissa	Debagarh / Deogarh
46.	Orissa	Gajapati
47.	Orissa	Kalahandi
48.	Orissa	Kandhamal / Phulbani
49.	Orissa	Kendujhar / Keonjhar
50.	Orissa	Koraput
51.	Orissa	Malkangiri
52.	Orissa	Mayurbhanj
53.	Orissa	Nabarangapur
54.	Orissa	Nuapada
55.	Orissa	Rayagada
56.	Orissa	Sambalpur
57.	Orissa	Sonapur
58.	Orissa	Sundargarh
59.	Uttar Pradesh	Sonbhadra
60.	West Bengal	Paschim Medinipur

BID SECURITY DECLARATION

(Ref. Clause 9.2 of NIT)

(Affidavit on Non-Judicial Stamp Paper of Rs 10/- duly attested by Notary/Magistrate)

Date:

Tender No.....

To

RITES Ltd.

.....

The undersigned, declare that:

I/We understand that, according to your tender conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from participating for any tender of RITES Ltd. for a period up to two years from the date of issue of LOA, if I am /We are in a breach of any obligation under the tender conditions, because I/We

- (a) Have withdrawn/modified/amended, impairs, or derogates from the Bid in any respect during the period of bid validity of your Bid; or
- (b) Fail or refuse to furnish the Performance Guarantee within the period specified under Clause 1 of “Clauses of Contract” or fails to commence the work without valid reasons within the period as specified in Schedule F after the date of issue of Letter of Acceptance or from the first date of handing over of the site, whichever is later.

I/We understand this Bid Security Declaration shall cease to be valid if I am/We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

Note:

- (1) It is mandatory to submit the Bid Security Declaration along with the bid documents in place of Earnest Money.
- (2) In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PART – I: TECHNICAL BID

SECTION - 2

TENDER AND CONTRACT FORM FOR WORKS

--- DELETED ---

PART – I: TECHNICAL BID

SECTION - 3

SPECIAL CONDITIONS OF CONTRACT (SCC)

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SECTION - 3

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is conflict, the provision herein shall prevail over those in the GCC.

1. PRICE VARIATION CLAUSE:

(Ref: Clause no 10 CC of GCC Payment due to variation in prices of materials after receipt of tender is replaced as under & price BOQ).

(a) ADJUSTMENT FOR CHANGES IN COST:

Percentages governing Price adjustment - Coefficients governing the adjustment of changes in cost are mentioned hereunder:

Sr. No.	Cost Element	Symbol	Bill of Quantity wise % component										
			Bill No.1, 2A, 3, 5A, 7A	Bill No.4B	Bill No.2C	Bill No.6, 9, 10, & 4A	Bill No.2B, 5B, 7B	Bill No.8	Bill No.16 to 33	Bill No.11 Group A	Bill No.11 Group B	Bill No.11 Group C	Bill No.11 Group D
1	Fixed	Px	15	15	15	15	15	15	15	15	As per relevant PVC clause xi of SCC and note below	15	15
2	Labour	Pl	15	5	5	25	15	5	15	5		5	65
3a	Steel Formulae-I	Ps	0	75	0	20	50	0	20	35		35	0
3b	Steel Formulae-II	Ps	0	0	75	0	0	0	0	0		0	0
4	Cement	Pc	0	0	0	15	0	75	10	0		0	10
5	Plant Machinery & Spares	Pp	20	0	0	0	10	0	10	0		0	0
6	Fuel & Lubricants	Pf	35	5	5	10	5	5	5	5		5	10
7	Other materials	Pm	15	0	0	15	5	0	15	0		0	0
8	Other Non Ferrous Metals	Pcp	0	0	0	0	0	0	10	40	40	0	
	TOTAL		100	100	100	100	100	100	100	100		100	100

Bill No.1: Earthwork in Formation.

Bill No.2A: Bridges and Protection Works

~~2B: Steel Items involving fabrication and Erection~~

2C: Bridges work (other than Steel)

Bill No.3: Ballast Supply

PART-I: TECHNICAL BID

Bill No.4: Permanent Way:

4A: P Way Supply (other than Steel)

4B: P Way Supply (Steel Items)

Bill No.5: Permanent Way Linking

5A: P Way Linking (Installation Works)

5B: P Way Linking (Supply & Installation Work)

Bill No.6: Buildings

Bill No.7: Platform, Passenger Amenities & Miscellaneous Works

7A: Other than steel items

7B: Steel items

Bill No 8: Supply of Cement

~~Bill No 9: Site Facilities~~

Bill No.10: Other Item of works not covered in Bill No. 1 to 9

Group B: Group B Signaling Cables (Copper)

Group B Signaling Cables (Aluminum)

Group C: Group C 38 Series 38 and 40 (Items No 40001 to 40356) & NS; S&T (Supply)

Group D: Series 39, 40 (Item No 40501 to 40851) & NS; S&T (Installation)

Bill No.16: OHE (RE)/ General

Bill No.17: OHE/Concrete (Switching Post Building)

Bill No.19: OHE/ Ferrous- Other than steel structure and SPS.

Bill No.20: OHE/ Non-Ferrous-A

Bill No.21: OHE/ Non- Ferrous-B

Bill No.24: Traction Substation (TSS-SOR).

Bill No.27: TSS-Spares

Bill No.28: TSS-Tools and Plants

Bill No.29: SCADA

Bill No.30: 30000A Galvanized steel structures

: 30000B Concrete for foundation

: 30000C Misc. Common Item for OHE/TSS

Bill No.33: General Services Electrical works.

NS Item Bill: Office Furniture & Equipments

Note: The price variation will be as per relevant PVC clause for catenary wire, contact wire, steel structures & traction transformer.

A. PRICE ADJUSTMENT:

The amounts payable to the Contractor and valued at base rates shall be adjusted in respect of the rise or fall in the indexed costs for labour, Contractor's Equipment and plant, materials, and other inputs to the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in this clause.

B. OTHER CHANGES IN COST:

To the extent that full compensation for any rise or fall in the costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

C. ADJUSTMENT FORMULAE:

Contract price shall be adjusted for increase or decrease in rates and Price of labour, materials fuels and lubricants in accordance with the following principles and procedures as per formulae given below. The amount certified in each payment certificate is adjusted by applying respective price adjustment factor to the payment amounts due in each currency:

- (a) Price adjustment shall apply only for work carried out within the stipulated time or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated time: price adjustment for extensions for reasons attributable to the Contractor, shall be paid in accordance with sub clause H (Limit of Price Adjustment) of PVC clause mentioned below.
- (b) Price adjustment shall be calculated for the local and foreign components only of the payment for the work done as per formulae given below; and
- (c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month.

It would include the value of materials on which secured advance has been granted, if any during the month less the value of materials in respect of which the secured advance has been recovered, if any, during the month. This excludes the cost of work on items for which (i) rates were fixed under clauses "10 & 34 of GCC: price of materials supplied, or service rendered at fixed price by the employer" and (ii) Extra Items, Substituted items and Deviated Quantities paid as per clause 12 of GCC based on prevailing rates during this quarter.

R_I = Portion of 'R' as payable in Indian Rupees

R_f = Portion of 'R' as payable in Foreign currency (at fixed exchange rates)

(i) Adjustment for labour component:

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$VL = PI / 100 \times R_I \times (L_1 - L_0) / L_0$$

PART-I: TECHNICAL BID

VL = Increase or decrease in the cost of work during the month under consideration due to changes in labour cost.

L0 = Consumer price index Number for industrial workers All India – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids.

L1= Consumer price index Number for industrial workers All India- Published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

Pl=Percentage of Labour component of the work.

(ii) Adjustment for cement component:

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = P_c / 100 \times R_I \times (C_1 - C_0) / C_0$$

Vc = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement.

C0 = The index Number of Wholesale Prices in India by Groups and Sub-Groups (Averages) for ‘Manufacture of cement, lime and plaster’ – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids.

C1 = The index Number of Wholesale Prices in India by Groups and Sub-Groups (Averages) for ‘Manufacture of cement, lime and plaster’ – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

Pc = Percentage of Cement component of the work.

(iii) Adjustment for steel component:

Price adjustment for increase or decrease in the cost of Steel procured by the contractor under different schedules of BOQ shall be paid in accordance with the following formula:

Formulae-I (for all schedules of BOQ except bill/schedule-2B & 2 C):

$$V_s = P_s / 100 \times R_I \times (S_1 - S_0) / S_0$$

Vs = Increase or decrease in the cost of work on the date under consideration due to changes in the rates for Steel.

S0 = The weighted average of index Numbers of Wholesale Prices in India by Groups and Sub-Groups (Averages) for

(i) MS Bright Bars under Mild Steel -Long Products sub-group (weight=1)

(ii) Angles, Channels, Sections, steel (coated/not) under Mild Steel -Long Products sub-group (weight=2)

PART-I: TECHNICAL BID

(iii) Mild Steel - Flat products sub-group (weight=1)

Published in RBI (Reserve Bank of India) Bulletin / website of the office of the Economic Adviser in the month on the day 28 days prior to the closing date of submission of Bids.

S1 = The weighted average of index Numbers of Wholesale Prices in India by Groups and Sub-Groups (Averages) for

- (i) MS Bright Bars under Mild Steel - Long Products sub-group (weight=1)
- (ii) Angles, Channels, Sections, steel (coated/not) under Mild Steel - Long Products sub-group (weight=2)
- (iii) Mild Steel - Flat products sub-group (weight=1)

Published in RBI (Reserve Bank of India) Bulletin / website of the office of the Economic Adviser in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

Ps = Percentage of Steel component of the work.

Formulae-II (for schedule-2B of BOQ):

$$V_s = P_s / 100 \times R_I \times (S_1 - S_0) / S_0$$

Vs = Increase or decrease in the cost of work on the date under consideration due to changes in the rates for Steel.

S0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Mild Steel - Flat products sub-group' – published in RBI (Reserve Bank of India) Bulletin / website of the office of the Economic Adviser in the month on the day 28 days prior to the closing date of submission of Bids.

S1 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Mild Steel - Flat products sub-group' – published in RBI (Reserve Bank of India) Bulletin / website of the office of the Economic Adviser in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

Ps = Percentage of Steel component of the work.

Formulae-III (for Bill/Schedule-2C of BOQ):

$$V_s = P_s / 100 \times R_I \times (S_1 - S_0) / S_0$$

Vs = Increase or decrease in the cost of work on the date under consideration due to changes in the rates for Steel.

S0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'MS Bright Bars under Mild Steel-Long Products sub-group' – published in RBI (Reserve Bank of India) Bulletin / website of the office of the Economic Adviser in the month on the day 28 days prior to the closing date of submission of Bids.

S1 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'MS Bright Bars under Mild Steel - Long

PART-I: TECHNICAL BID

Products sub-group’ – published in RBI (Reserve Bank of India) Bulletin/ website of the office of the Economic Adviser in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

Ps = Percentage of Steel component of the work.

(iv) **Adjustment for plant and machinery and spares component:**

Price adjustment for increase or decrease in the cost of Plant and Machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$V_p = P_p / 100 \times R_I \times (P_1 - P_0) / P_0$$

Vp = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for Plant and Machinery spares.

P0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’ – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids.

P1 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’ – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

Pp = Percentage of Plant and Machinery spares component of the work.

(v) **Adjustment for fuel and lubricants:**

Price adjustment for increase or decrease in the cost of POL(fuel and lubricants) shall be paid in accordance with the following formula:

$$V_f = P_f / 100 \times R_{IX} \times (F_1 - F_0) / F_0$$

Vf = Increase or decrease in the cost of work on the date under consideration due to changes in the rates for Fuel and lubricants.

F0 = The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, applicable on the day 28 days prior to the closing date of submission of Bids.

F1 = The average of official price of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, applicable on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

Pf = Percentage of Fuel and Lubricants component of the work.

(vi) **Adjustment for other non-ferrous component:**

Price adjustment for increase or decrease in the cost of Other Non-Ferrous metal procured by the contractor shall be paid in accordance with the following formula:

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$$VNF = PNF / 100 \times RI \times (NF1 - NF0) / NF0$$

VNF = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for Other Non-Ferrous metal.

NF0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of non-ferrous metals incl. precious metals' – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids.

NF1 = The index Number of Wholesale Prices in India by Groups and Sub - Groups (Averages) for 'Manufacture of non-ferrous metals incl. precious metals' – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

PNF = Percentage of Other Non-Ferrous metal component of the work.

(vii) **Adjustment for other local materials:**

Price adjustment for increase or decrease in the cost of local materials other than Cement and Steel, Plant Machinery & Spares, POL and Other Non-Ferrous Metals procured by the contractor shall be paid in accordance with the following formula:

$$Vm = Pm / 100 \times Ri \times (M1 - M0) / M0$$

Vm = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for local material other than cement, steel, plant spares and POL.

M0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for All-Commodities-published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids.

M1 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for All -Commodities published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

Pm = Percentage of local material component (other than cement, steel, plant, spares, and POL) of the work.

(viii) **Price variation clause for contact and catenary wires:**

The Price payable shall be subject to adjustment, up or down, in accordance with the following formula:

$$P1 = Po + (L2 - L1)$$

Po = Quoted ex-works price of contact/catenary wire.

L1 = Average LME cash settlement quotation for Copper Grade A, 60 days prior to the date of opening of the tender.

L2 = L2 will be minimum of (i) & (ii) given below: -

PART-I: TECHNICAL BID

- (i) LME rates prevailing on 90 days prior to the date of offering for inspection of each lot.
- (ii) Invoiced rate in invoice of actual imports.

Notes:

- (1) For prevailing LME rates, certified copy of LME rate downloaded from official LME website will be accepted as documentary evidence.
- (2) LME rate in L1 & L2 will be converted to Indian Rupees at SBI's Selling Bills rate of exchange on the date 30 days prior to the date of opening of tender and date of delivery respectively.
- (3) In case index/price data are not available for particular date due to any reason then the index/price data shall be calculated by drawing a graph of 1st working day before and 1st working day after that particular date. As per graphic line price data arrived at on that particular date may be taken.

(ix) Adjustment for fabricated and galvanized steel structures:

Item Nos. as specified in special conditions). The price adjustment of these items shall be paid as follows:

Price Variation Clause for Fabricated and Galvanized Steel Structures for Railway Electrification Works

The Price payable shall be subject to adjustment, up or down, in accordance with the following formula:

$$P = P_o \left[11 + \frac{57 \text{ SBLR}}{100 \text{ SBLR}_o} + \frac{09 \text{ Zn}}{\text{Zn}_o} + \frac{23 \text{ W}}{\text{W}_o} \right]$$

P = Price payable as adjusted in accordance with the above formula.

P_o = Price quoted

SBLR_o = Price of Steel Blooms - Retail (refer notes)

This price is as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids.

Zn_o = Price of electrolytic high-grade zinc (refer notes).

This price is as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids.

W_o = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Government of India (Base: 2001=100) (Refer notes). This index number is as applicable on the first working day of the month, three months prior to the deadline for submission of bids.

For example, if date of tendering falls in May 2014, the applicable prices of Steel Blooms - Retail (SBLR_o) and electrolytic high-grade Zinc (Zn_o) should be for the month of April 2014 and all India average consumer price index number (W_o) should be for the month of February 2014.

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The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/TLT/2014 one month prior to the deadline for submission of bids.)

SBLR = Price of Steel Blooms-Retail (refer notes).

This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

Zn = Prices of electrolytic high-grade zinc (refer notes).

This price is as applicable on the first working day of the month, two months prior to the date of delivery.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt of India. (Base 2001=100) (refer notes).

This Index number is as applicable on the first working day of the month, four months prior to the date of delivery.

For example, if date of delivery falls in December 2014, the applicable prices of steel bloom–Retail (SBLR) and Zinc (Zn) should be for the month of October 2014 and all India average consumer price index number (W) should be for the month of August 2014.

The date of delivery is the date on which transmission line towers are notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.)

Notes:

- (a) All prices of raw materials are exclusive of GST and any other taxes, duties, levies etc.
- (b) All prices are as on first working day of the month.
- (c) The details of prices are as under:
 - (1) The prices of Steel Blooms are the average Retail price of Blooms of size 150mm x 150mm of all cities in Rs/MT as published by Joint Plant Committee (JPC), Kolkata.
 - (2) The price of electrolytic high-grade zinc (in Rs/MT) is ex-works price as quoted by the primary producer.
 - (3) Cost weight age of re-rolling / conversion charges is included in labor weightage(W)
- (x) **Price variation clause for traction power transformer complete with all accessories and components:**

The Price payable shall be subject to adjustment, up or down, in accordance with the following formula:

$$P = P_o [10 + 29C + 27ES + 7 IS + 5IM + 7 TO + 15 W]$$

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100 Co ESo ISo IMo TOo Wo

P = Price payable as adjusted in accordance with the above formula

Po = Price quoted/Confirmed

Co= Average LME settlement price of copper wire bars (refer notes)

This price is as applicable for the month, ONE month prior to the date of bid opening.

ESo= Price of CRGO Electrical Steel Lamination (refer notes)

This price is as applicable on the 1st working day of the month, ONE month prior to the deadline for submission of bids.

Iso = Average price of steel plates 10 mm thick (refer notes).

This price is as applicable on the 1st working day of the month, ONE month prior to the deadline for submission of bids.

IMo = Price of Insulating Materials (refer notes).

This price is as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids.

Too = Price of Transformer Oil (Refer notes)

This price is as applicable on the 1st working day of the month, ONE month prior to the deadline for submission of bids.

Wo = All India average Consumer price index Number for industrial workers, as published by the labour bureau, ministry of labour, Govt. of India(base 2001 =100)

This index number is as applicable on the 1st working day of the month THREE months prior to the deadline for submission of bids.

For example, if date of bid opening falls in June 2015, applicable prices of Copper Wire Bars (Co),Transformer Oil (TOo), Steel Plates 10 mm thick (ISo), CRGO Electrical Steel Laminations (ESo) and

Insulating material (IMo) should be as on 1stMay 2015 and all India average consumer price index no. (Wo) should be for the month of March 2015.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/PWR_TRF/-/-ONE month prior to deadline for submission of bids.

C = Average LME settlement price of copper wire bars (refer notes).

This price is as applicable for the month, TWO months prior to the date of delivery.

ES= Price of CRGO Electrical Steel Lamination (refer notes).

This price is as applicable on the 1st working day for the month, TWO months prior to the date of delivery.

IS = Average price of steel plates 10 mm thick (refer notes).

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This price is as applicable on the 1st working day of the month, ONE month prior to the date of delivery.

IM = Price of Insulating Materials (refer notes).

This price is as applicable on the 1st working day of the month, TWO months prior to the date of delivery.

TO = Price of transformer oil (Refer notes)

This price is as applicable on the 1st working day of the month, ONE month prior to the date of delivery.

W = All India average Consumer price index Number for industrial workers, as published by the labour bureau, ministry of labour, Govt. of India (base 2001 =100)

This index number is as applicable on the 1st working day of the month THREE months prior to the date of delivery.

For example, if date of delivery in terms of clause given below falls in December 2015, applicable prices of Copper Wire Bars (C), Insulating Material (IM), CRGO Electrical Steel Lamination (ES) should be as on 1st October 2015 and Transformer Oil (TO), Plates 10 mm thick (IS) should be 1st November 2015 and All India average Consumer price index Number (W) should be for the month of September 2015.

The date of delivery is the date on which the transformer is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

Notes:

- (a) All prices of raw materials are exclusive of GST and any other taxes, duties, levies etc. Transformers manufacturers import major raw materials like copper, CRGO steel sheets and Plates etc. The landed cost of these imported raw materials includes applicable custom duty but exclusive of GST and any other taxes, duties, levies.
- (b) All prices are as on first working day of the month.
- (c) The details of prices are as under:
 - (1) The LME price of Copper Wire Bars (in Rs/MT) is the LME average settlement price of Copper Wire Bars converted into Indian Rupees with applicable average exchange rate of SBI of the month. This price is the landed cost, inclusive of applicable customs duty only but exclusive of countervailing duty.
 - (2) The price of CRGO is the price of CRGO Electrical Steel Lamination in Rs./MT suitable for transformers of ratings above 10MVA or Voltage above 33KV up to 400 KV.

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- (3) The price of steel is the average retail price of steel plates 10 mm thick as published by Joint Plant Committee (JPC) in Rs./MT as on 1st working day of the month.
- (4) The price of Insulating materials (in Rs./Kg) of pre-compressed pressboards of size 10 mm thick, 3200 mm x 4100 mm is the average C&F price in free currency per MT converted into Indian Rupees with applicable exchange rates prevailing as on 1st working day of the month as quoted by primary suppliers. This price is the landed cost, inclusive of applicable customs duty only but exclusive of countervailing duty.
- (5) The price of Transformer Oil (in Rs./K.Ltr.) is the average price on ex-refinery basis as quoted by primary producers for supply in drums.

(xi) Price Variation Clause for Signaling Cable

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

For Signaling Copper Cables:

$$P = P_o + CuF (Cu - C_{uo}) + CCF_{cu}(CC - C_{co}) + FeF (Fe - Fe_o)$$

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

$$P = P_o + CuF (Cu - C_{uo}) + AlF_{cu}(Al - Al_o) + CCF_{cu} (CC - C_{co}) + FeF (Fe - Fe_o)$$

For Aluminum Power Cables:

$$P = P_o + AlF (Al - Al_o) + CCFAI(CC - CCo) + FeF (Fe - Fe_o)$$

Where,

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

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

CuF = Variation factor for Copper

C_{uo} = Price of copper Rod in Rs. Per MT

CCFCu = Variation factor for PVC Compound for Copper Signaling & Telecom cable

CC_o = Price of PVC Compound in Rs. Per MT

AlF = Variation factor for Aluminum

Al_o = Price of EC grade LME Aluminum rods (Properzi rods) in Rs. Per MT.

CCFAI = Variation factor for PVC Compound for Aluminum power cable

FeF = Variation factor for Steel

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

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

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

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

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

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

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

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

Underground Railway Signaling Cable unscreened and armoured copper conductor

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

$$P = P_o + 0.391(Cu - C_{uo}) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$$

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

(ii) Size 24C x 1.5 sq.mm

$$P = P_o + 0.313(Cu - C_{uo}) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$$

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

(iii) Size 19C x 1.5 sq.mm

$$P = P_o + 0.248(Cu - C_{uo}) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$$

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

(iv) Size 12C x 1.5 sq.mm

$$P = P_o + 0.157(Cu - C_{uo}) + 0.277(CC - CC_u) + 0.289(Fe - Fe_o)$$

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

(v) Size 9C x 1.5 sq.mm

$$P = P_o + 0.117(Cu - C_{uo}) + 0.241(CC - CC_u) + 0.383(Fe - Fe_o)$$

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

(vi) Size 6C x 1.5 sq.mm

$$P = P_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_u) + 0.329(Fe - Fe_o)$$

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

(vii) Size 4C x 1.5 sq.mm

$$P = P_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$$

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

(viii) Size 2C x 4 sq.mm (multistrand)

$$P = P_o + 0.073(Cu - C_{uo}) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$$

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

(ix) Size 12C x 2.5 sq.mm

$$P = P_o + 0.282(Cu - C_{uo}) + 0.371(CC - CC_o) + 0.342(Fe - Fe_o)$$

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

(x) Size 2C x 2.5 sq.mm

$$P = P_o + 0.047(Cu - C_{uo}) + 0.139(CC - CC_o) + 0.277(Fe - Fe_o)$$

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

(xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminum power cable

$$P = P_o + 0.146(Al - Al_o) + 0.303(CC - CC_o) + 0.306(Fe - Fe_o)$$

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

(xii) For Jelly filled, 0.9mm dia, 6 quad cable

$$P = P_o + 0.135(Al - Al_o) + 0.139(Cu - C_{uo}) + 0.515(CC - C_{co}) + 0.693(Fe - Fe_o)$$

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

For armouring, value of steel flat strip of size 4mm x 0.8mm is to be taken into consideration.

For the remaining varieties of signaling cables, the formula shall be the same as in use on Indian railways.

D. ADJUSTMENT FOR FOREIGN CURRENCY COMPONENT (NOT APPLICABLE):

(This price adjustment is applicable for each of the foreign currencies in which the contract price is payable)

(a) The foreign currency component of each payment which is convertible into foreign currency at fixed exchange rate shall be adjusted in accordance with the following formula:

$$VF_c = 0.85 \times R_f \times (Fe_1 - Fe_0) / Fe_0$$

VF_c = Increase or decrease in the cost of work payable due to changes in the cost of foreign input.

Fe₀ = the index applicable for the foreign input (plant, material, engineer's salary etc. as the case may be) on the day 28 days prior to the date of submission of Bids, as published in the country of origin.

Fe₁ = corresponding index on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related (average index in case indices are published at lesser intervals).

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- (b) The bidder shall, in his tender, indicate the foreign input, (plant, material, engineer's salary etc.) and appropriate index, the source of which shall be a Government or Public Organization. The bidder shall also attach specimens of the publications of the last 12 months for information of the Employer. If this index is not acceptable to the Employer, then he will specify as alternative index and the source of publishing of that index.
- (c) If the bidder has requested payment in more than one foreign currency, Rf shall be suitably broken up and the formula applied separately to each currency component by taking into account and corresponding indices (index and currency belonging to the same country).
- (d) The currency of foreign exchange payment and the index shall belong to the same country.
- (e) If the contractor changes the country of origin of the source of supply of any input to the works, he shall immediately notify the Engineer who shall modify the price adjustment provisions subsequent to such change to reflect the relevant cost index from the actual country of origin of the input.
- (f) If the currency in which the Contract price is expressed is different from the currencies of the sources of the relevant indices, the Engineer shall determine the correction to be applied in calculating the Price Adjustment Factor formula viii(a) in order to avoid distortions in the amount of price adjustment. Such correction shall be applied to the increment of price fluctuation in the base costs of the respective inputs and shall correspond to the ratio of the exchange rates between the respective currencies of the date of base indices and the date of current indices as defined in sub-clause viii(a).

(g) Sources of Indices

The sources of Indices for the foreign currency portion of the Contract (RF) not stated in Sub-Clause 13.8 (C) shall be those as listed in the Contract Data, as approved by the Employer.

(h) Base, Current, and Provisional Indices:

Base, Current and Provisional Indices, the base cost indices or prices shall be those prevailing on the day 28 days prior to the closing date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to last day of the period to which a particular interim payment certificate is related. If at any time the current indices are not available, provisional indices as determined by the engineer will be used, subject to subsequent correction of the amounts paid to the contractor when the current indices become available. The index numbers of various groups and subgroups as published by Reserve bank of India in the RBI bulletin will be considered for this purpose.

(i) Limit of Price Adjustment

Provided that, in determining all such price adjustment in accordance with the aforesaid Sub-Clauses:

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- (j) No account will be taken of any amount by which any cost incurred by the Contractor has been increased by default or negligence of the Contractor.

If the Contractor fails to complete the work within time for completion prescribed under Clause 5 of GCC of Contract, the adjustment of prices thereafter until the completion of the works shall be made using either the indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Sub-Clause 5 of GCC, the above position shall apply to the adjustments made after expiry of such extension of time.

- (k) **Percentages governing adjustments for change in cost:**

The percentages governing the price adjustment for the local currency portion (Ri) of the contract for various works is given in tabulated form above.

- (l) **Indices to be used in case of Interim Payment Certificate for a period more than a month:**

As per provisions of contract (Clause 7.0 of GCC) interim payments certificates are to be submitted by the contractor on monthly basis for the works/supply of items pertaining to a particular month. In such cases the monthly indices will be applied for the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. However, in case a bill is submitted for a period pertaining to more than a calendar month the average indices for those months on the day 28 days prior to last day of the period to which bill pertains and previous month(s) shall be used for calculation purpose.

2. LABOUR

- (a) The agency should ensure that all employees are covered for all applicable social benefits viz EPF, ESIC, minimum wages etc as per statutory requirement.
- (b) Proof of recovery & remittance of the above (a) should be submitted along with the monthly / running bill for the next month.
- (c) An Indemnification covering RITES Ltd should be submitted against any Claim during execution of the Contract or at a later stage under the Employees Provident Fund & Workmen Compensation Act before release of payment of First bill.

3. GENERAL:

- (a) Udaipur City (Excl.) - Himmatnagar (Excl) section of Ajmer Division, North Western Railway, Rajasthan & Gujarat state is single line section of 209.66 RKM (234.99 TKM). The main traffic on Udaipur City - Himmatnagar section is the passenger trains. Udaipur City - Himmatnagar section consists of 21 stations. It falls in the State of Rajasthan & Gujarat.

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- (b) The Contractor has to work along with other agencies in and around the area allotted for his works. He should execute all his works in complete co-ordination and co-operation with all such agencies and provide access to other agencies so that at no time either his work or the work of other agencies is stopped or delayed. In case of any dispute in this regard, the decision of Engineer-in-charge or his representative will be final and binding on the Contractor. No claim for idle labour, plant and machinery under any circumstances will be entertained by the NWR/RITES.
- (c) **Work close to railway line, road, telephone line, power line:** For work close to railway line, road, telephone line, power line (both underground and overhead) and structures, all precautions should be taken for ensuring that during the execution of the work no damage is caused to such assets and also no obstruction is caused to the movement of trains/road traffic.
- (d) **Service road:** Contractor will provide service road/roads, as necessary, for movement of materials as per direction of Engineer-in-charge. Contractor will also maintain these service roads in safe and fit condition at his own cost. He will however have no authority to prevent use of such roads by NWR/RITES and other bonafide contractors working at site. NWR/RITES will, however, have the authority to disallow any movement on the road, which in their opinion is not in the interest of work. If the contractor fails to provide service road to the satisfaction of the Engineer-in-charge it will be provided by the Engineer-in-charge at Contractor's cost. However, in case any such road is not required for the purpose of the work, nothing shall be deducted from contractor's payments on this account.
- (e) The contractor is required to execute the work in stretches/areas which are made available to him and which may or may not be in continuous stretches. Decision of Engineer-in-charge shall be final in this regard and binding on the contractor.
- (f) Contractor shall have no claim if the stretches /areas are not available for the construction at the same time. Also no extra time shall be permitted on this account.
- (g) The contractor shall provide a detailed schedule of work along with material and labour deployment on monthly basis and revise or update the same every month.
- (h) The contractor shall procure all the materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before using in the works. Testing of the materials shall be carried out in Govt. Engineering College, National Test House, RITES Laboratory, or any other approved laboratories as directed by Engineer In charge and as per the frequency mentioned in QAP (Quality Assurance Plan) of RITES/NWR. Cost of testing of materials shall be borne by the contractor.
- (i) The concreting work shall be done with proper and assured system of curing (in duly identified areas with date of concreting marked in paint). In hot weather the contractor shall take relevant care to cover the work with wet

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gunny bags/ Hessian cloth or use continuous sprinkling of water on surface so as to keep the surface wet.

- (j) The contractor shall after completion of work, clear the site of all debris and left-over materials, at his own expense to the entire satisfaction of Engineer In charge or his authorized representative whenever asked to do so.
- (k) Contractor should be registered with the concerned department of Employees EPF/ESIC. **No payment shall be released to the contractor until and unless the contractor submits the registration certificates and up to date deposit receipts of ESIC/EPF deposited by him.**

4. NIGHT WORK:

The contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the Engineer-in-charge in this regard will be final and binding on the contractor. Contractor shall make his own arrangement for sufficient illumination at site. Nothing extra will be paid for doing works at night.

5. FIRST AID:

The contractor shall maintain in a readily accessible place first aid appliance including adequate supply of sterilized dressing and sterilized cotton wool. The first aid box shall also be equipped with Stainless steel Scissors 6" and valid antiseptic, ointments, like Soframycin, Betadine, etc., and wash proof Band-aids. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

6. RESPONSIBILITY TO REINSTATE:

The contractor shall also provide, fix & be responsible for the maintenance of all stakes, templates profiles, levels marks, points etc. and must take all necessary precautions to prevent these being removed, altered, or disturbed and will be held responsible for the consequences of such removal, alteration or disturbances should the same take place and for their efficient reinstatement.

7. HANDING OVER OF SITE:

- (a) Efforts will be made by the Employer to hand over the site to the Contractor free of encumbrance.
- (b) The Employer reserves the right to hand over the site in parts progressively to the Contractor. The Contractor will be required to do the work on such released-fronts in parts without any reservation whatsoever.
- (c) The access roads near, to the work site may not be available at the time of Mobilization by the Contractor. The Contractor shall plan his work within the section area as per available roads at site. All drainage of works area and all

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other whether truckable/haulage roads as required by the Contractor shall be constructed and maintained during the construction period by the Contractor at his own cost.

8. DEWATERING/SHORING:

Contractor's rate shall be inclusive of cost of dewatering/shoring wherever required. No extra payment shall be made for any type of dewatering/shoring during execution of the work.

9. FAMILIARISATION:

When Bid is submitted by the Bidder(s), it will be understood that the Bidder(s) has/have gone through carefully in detail all the instructions, conditions, General and Special conditions of contract all General and Special instructions/specifications, Bill of quantities & Drawings, RDSO/Core specifications/conditions etc. for execution of the work and that the Bidder(s) has/have got himself/themselves clarified on all points and doubts and interpretations by the proper authority of RITES Administration.

10. LOCATION OF STORE, YARDS, ETC.:

Contractor's store houses, yards, etc., for stocking materials purchased by him/ issued by RITES/NR shall be located in the site premises only at locations approved by Engineer-in-charge.

11. APPOINTING SPECIALIZED AGENCIES:

Contractor shall appoint specialized agencies for execution of specialized works i.e. Foundation, Erection and stringing of contact and catenary wires. All such agencies shall be got approved from Engineer-in-charge before commencement of work.

12. GENERAL GREEN BUILDING PRACTICES:

Contractor shall adopt general green building practices as mentioned below;

- (a) Ensure healthy indoor air quality in final Project.
- (b) Maximize use of products with low embodied energy (harvesting, mining, manufacturing, transport, installation, use, operations, recycling and disposal). Exceptions might include materials that result in net energy conservation during their useful life in building and building's life cycle.
- (c) Where possible, select materials harvested and manufactured regionally, within a 800-km radius of the project site.
- (d) Maximize use of durable products.

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- (e) Maximize use of products easy to maintain, repair, and that can be cleaned using non-toxic substances.
- (f) Maximize recycled content in materials, products, and systems.
- (g) Maximize use of reusable and recyclable packaging.
- (h) Where possible and feasible, provide for non-destructive removal and re-use of materials after their service life in this building.
- (i) Use construction practices such as material waste reduction and dimensional planning that maximize efficient use of resources and materials.
- (j) Provide or contribute to O&M Manuals wherever applicable.
- (k) Be conversant with the Site Waste Management Program Manual and actively contribute to its compilation. Assist the author of the Manual by estimating the nature and volume of waste generated by the process/installation in question.
- (l) Minimize pollution: Select materials that generate least amount of pollution during mining, manufacturing, transport, installation, use, and disposal.
- (m) Avoid materials that emit greenhouse gases
- (n) Avoid materials that require energy intensive extraction, manufacturing, processing, transport, installation, maintenance, or removal.
- (o) Avoid materials that contain ozone-depleting chemicals (e.g. CFCs or HCFCs).
- (p) Avoid materials that emit potentially harmful volatile organic chemicals (VOCs).
- (q) Employ construction practices that minimize dust production and combustible by-products.
- (r) Avoid materials that can leach harmful chemicals into ground water; do not allow potentially harmful chemicals to enter sewers or storm drains.
- (s) Protect soil against erosion by wind or storm-water and topsoil depletion.
- (t) Minimize noise generation during construction; screen mechanical equipment to block noise.
- (u) Protect natural habitats; restore natural habitats where feasible within scope of Project.

13. JOINT INVENTORY OF EXISTING MATERIALS:

Before commencing the work, joint inventory of existing Electrical materials in the track is to be taken by the representatives of RITES/NWR and the contractor to make entry in the inventory register and jointly signed.

14. MAINTAINANCE AND GUARDING:

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After handing over of the existing section to the contractor, the same section will be maintained and guarded by the contractor, till all the works are completed in all respect and handed over back to the Engineer-in-charge.

15. SCHEDULE OF QUANTITIES (BOQ):

The materials as per ‘Schedule of Quantities’ in the tender documents are required for the work and to be supplied by the Contractor as per BOQ shall have to be procured from valid **RDSO/CORE** approved manufacturers where such approval exists, duly inspected by RDSO/RITES/Consignee.

16. FREE SUPPLY OF MATERIAL:

The materials required for the works and to be supplied free of cost by the Employer as per Contract Conditions/site requirement will be issued at any of NWR Store Depot or in stacks from time to time during the period of work. The contractor should transport these materials for use in the work by his own means of suitable transport, including loading, unloading, sorting, stacking with all lead, lift, crossing Railway tracks etc.

However, no material(s), in the instant case, shall be supplied by NWR/RITES.

17. SAFE CUSTODY OF MATERIALS:

The contractor will be responsible for the safe custody of all the materials purchased by him / issued to him till completion of the works and handing over the Section to NWR. The contractor will also be responsible to account for the materials issued to him and surplus if any has to be returned at the depot from which these were issued by him at his cost. For Electrical materials remaining not accounted for by being laid on track or returned to the depot, recovery will be effected from the contractor's dues at rates to be decided by the Engineer in charge which will be final and binding. **No wastage, breakage allowance or loss is permitted for fixing of Electrical fittings & materials supplied by the contractor.**

18. RESPONSIBILITY OF ACCIDENTS:

In the event of any accident at the work spot, or while transporting materials, if it is established by the enquiry by RITES representative/Client’s representatives or Railway/local Civil authority that the accident occurred wholly or partly due to any act tantamount to negligence on part of the contractor, he shall render himself liable for all damages and also legal proceedings.

19. RELEASED MATERIALS:

In case of the released materials are left over at site, the contractor has to employ security/chowkidars day and night at his own cost till the materials are handed over to the Engineer-in-Charge of work at his nominated depot. Till they are returned /

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handed over at the nominated depot, the released materials will continue to remain in the custody of the contractor.

20. SHIFTING OF LABOUR CAMP:

Shifting of labour camp from place to place if necessary, as the work advances, will be at the cost of the contractor.

21. MAINTENANCE OF REGISTERS:

The contractor will co-operate with the Engineer-in-Charge in maintaining various registers, charts and records etc. in connection with the works.

22. STACKING OF MATERIAL:

While stacking Electrical/S&T/Civil materials (new or second hand or released) on cess/side, care should be exercised to ensure that those stacks do not infringe the Railway's moving dimensions.

23. PACKING MATERIALS, BALANCE CABLES, ETC.:

Insulators shall be procured with wooden crates and conductors on wooden material drums. The empty drums shall be the property of Contractor, however more than 50 m cable length shall be returned in drums to NWR if so desired by NWR/RITES.

24. WORK AT LC GATES:

The work at existing level crossings (LC) will be taken up only when specifically authorized by RITES representative after giving due notice to road users. The road surface will be made good on completion of works at contractor's cost, to the original standard. No extra payment for digging up road surface for the work and restoring the road surface will be admissible for work at level crossings.

25. MINOR ALTERATION:

RITES Administration reserve the right to alter the detailed plan and sections and to carry out minor alteration in the plans resulting in corresponding increase or decrease in the quantity of works without being liable to pay enhanced rates for the work or to allow extra time for completion of the work.

26. NO NEW FACILITIES:

No new facilities such as roads, level crossing etc, other than those already in existence will be made available to the contractor.

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27. WORK REGISTER:

Particulars of work done during each day, with location where the work is done, will have to be recorded in a register by the Contractor's site in charge and the register will be kept available for inspection/scrutiny by RITES representative. A site order book will also have to be maintained where instructions regarding work to be carried out will be recorded by RITES' representative at site. RITES's representative shall have the right, at all times, to supervise the contractor's work and instruct the contractor and the contractor shall execute the work as per the instructions without any lapse of time.

28. PASSES/AUTHORITIES:

The Contractor will make all arrangements for getting passes/authorities for his men including making necessary application with photos for each labourer deployed for this work and will bear all costs, any. Housing accommodation and watering arrangements for contractor's labour will have to be arranged by the contractor.

29. CERTIFICATE FOR LABOUR PAYMENT:

Every month the contractor will issue a certificate to RITES about having made full payment to all labourers/suppliers/vendors under him engaged for this work.

30. HEALTH AND SANITARY ARRANGEMENT:

The Health and Sanitary arrangement for workers/staff employed by contractor shall be made by contractor as per section-10 of GCC: RITES model rule for protection of health and sanitary arrangements". The Contractor will bear all medical expenses and make immediate arrangement for medical attention to his labourer/Staff, if injured on duty.

31. ROYALTY CLEARANCE CERTIFICATE:

The contractor shall submit royalty clearance certificate wherever applicable along with on account bill/running account bill. If the contractor fails to submit the royalty certificate, requisite amount will be deducted as per extant Govt. rule, from his bill be deposited with the concerned department.

32. TENDER ON BEHALF OF NWR, PAYMENT BY RITES:

The tender is being invited for and on behalf of "North Western Railway (NWR)" of Indian Railway, payment will be made by RITES to the Contractor.

33. EMPLOYER:

Bidders may please note:

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- (a) Client of RITES Ltd also termed as “Employer” is “North Western Railway (NWR)”.
- (b) It should also be noted that the Client is the Principal as well as Employer for this work.

34. STORES TO BE SUPPLIED BY THE CONTRACTOR

- (a) All the electrical items should be as per RDSO/CORE drawings & Specification numbers and shall comprise of all parts and accessories listed in the drawing except, where otherwise stated. **All Equipment's /Materials should be procured from valid RDSO / CORE approved manufacturers where such specification exists.**
- (b) The contractor shall intimate in advance for readiness of material for inspection.
- (c) The quoted price shall be inclusive of items as mentioned in the price bid – Part(II) tender document
- (d) The price shall also cover verification of Purchaser's overhead equipment pegging plans indicating location of structures which will be furnished by the purchaser, in stages, and preparation of all drawings and designs required to be finalized by the Contractor. The price shall include the following:-
- (e) Making minor modifications with the approval of the Purchaser to the layout of the structures and overhead equipment, if necessary, and submission of overhead equipment layout plans, including stagger, location of cut in insulators etc.
- (f) Preparation of cross section drawings and structure erection drawings for each structure locations.
- (g) Choice of type and size of foundations to suit soil and loading conditions, except for the ones which are considered as "Works under other Agencies”.
- (h) Preparation of long section drawings of overhead equipment where such drawings are required including detailed study of over line structures such as foot over bridges, road over bridges etc. for maintaining the specified height of contact wire and requisite clearances.
- (i) Preparation of other designs and drawings including drawings of small parts steel work (other than those for which RDSO standard drawings are available) and detailed designs for booster transformer stations and LT. Supply Transformer stations, general electrical drawings for quarters and buildings.
- (j) Supply of requisite no. of copies of all drawings, including completion drawings specified in part -II, Chapter V to the Purchaser.
- (k) Preparation, design, development of Bonding Plans based of Track Circuit plans supplied by the purchaser, clearly specifying the location of various bonds, +ve, -ve rails and other relevant details as required for bonding plan and supply of requisite number of copies of Bonding Plans drawings.

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35. TESTING:

The contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials and suitable qualified and experienced staff as are necessary to carry out the specified tests efficiently. The contractor shall agree with the engineer, the time and place for the specified testing of any plant, Materials and other parts of the work.

36. INSPECTION OF MATERIAL:

- (a) The inspection is to be carried out by RITES/RDSO/concerned SEB as mentioned in the Bill of quantity. The price quoted also includes RITES/RDSO inspection and testing charges unless otherwise specified in the bill of quantities or Technical Specification. Following Inspection charges shall be applicable :
- (b) In case the inspection is carried out by RITES EE SBU Engineers at the site (based on request of agency citing valid reasons along with recommendation of the site In-charge & approval from competent authority thereof), then agency has to deposit inspection charges to RITES EE SBU Gurgaon through Demand Draft (DDs) or RTGS @ 0.95% of purchase order value of the material placed to manufacturers before inspection of the material. GST as applicable shall be extra.
- (c) In case inspection is carried out by RITES EE-SBU Engineers at works of the manufacturer (based on request of agency citing valid reasons along with consent of site-in charge & approval from competent authority thereof), then agency has to deposit to RITES EE SBU Gurgaon through Demand Draft (DDs) or RTGS, @ 1.5% of purchase order value of the material placed to manufacturers or Rs 12,000/- per man day per P.O. whichever is higher for local parties &Rs. 15,000/- per man day per P.O. whichever is higher for outstation parties. The definition of outstation for this purpose would be locations at a distance of more than 100 KMs from the railway station where the IE is posted. GST as applicable shall be extra.
- (d) Bidder can get the material inspected by RITES (QA Wing or its Zonal Offices) at the prevailing norms for Railway material inspection.
- (e) RITES Ltd on behalf of North Western Railway (NWR) reserves the right to undertake any test, if required, before acceptance of the materials on contractor's cost.
- (f) Any materials and accessories, found to be damaged at the time of receipt will not be accepted and shall have to be replaced by good ones free of cost after being duly inspected.
- (g) Any statutory charges fees in connection with this work shall be deposited by successful bidder on behalf of employer (RITES/Rly.) and the same will be reimburse to contractor on submission of proof of payment.
- (h) Agency has to take prior approval / permission from the project head before supply of any BOQ item at site.

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37. TERMS OF PAYMENT:

- ~~(a) In accordance with the Terms of Payment as mentioned in the different schedules/Bills of “BILL OF QUANTITY” the payments to the contractor will be made. Any statutory deduction viz income tax, Works Contract Tax, Labourcessete, shall be deducted at the source from contractor bills.~~
- ~~(b) Payments will be governed by the terms specified in tender and in accordance with acceptance schedules of prices, read with relevant paras of the other parts and chapters of the tender papers. The purchaser retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts, which the contractor may have with the Government of India.~~
- ~~(c) The Contractor, shall whenever required produce or cause to be produced for examination by the purchaser any quotation/invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy or extract from any such document and also furnish information and returns verified in such manner as may be required in (anywise) relating to the execution of this contract or relating for verifying or ascertaining the cost of the execution of this contract (the decision of the purchaser on the question of relevancy of any documents. Information or return is being final and binding on the parties). The contractor shall similarly produce vouchers etc., if required, to prove to the purchaser, that materials supplied by him, are in accordance with the specifications laid down in the contract.~~
- ~~(d) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the RITES shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.~~
- ~~(e) It is an agreed term of the contract that the RITES reserves to itself the right to carry out post payment audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc., and to make the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged been made in respect of any work done or alleged to have been done by him under the contractor.~~

38. PAYMENT PROCEDURE:

Payment procedures shall be as per terms of payment as mentioned in price bid. On Account Payment will be made as described below

- ~~(a) On Account Payment” shall be made for the items specified in Part-II (Price Bid) of Tender Document.~~
- ~~(b) All invoices shall be accompanied with the following, for the purpose of arranging ‘On Account Payment’ against the contract~~
 - ~~(i) Supplier’s Delivery Challans.~~

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- ~~(ii) Inspection certificate granted by the authorized approved agency/Purchaser's representative as per contract agreement.~~
- ~~(iii) Certificate of receipt of material at Contractor's depot/work sites duly accepted by the Engineer.~~
- ~~(iv) Comprehensive Insurance Policy as per GCC for supply and safe custody of material.~~
- ~~(v) Indemnity bond for any loss, theft, damage, or deterioration of material for equivalent amount for which On account payment is claimed.~~
- ~~(vi) Quality assurance documents.~~
- ~~(vii) Measurement sheet duly signed by contractor and RITES site representative. A soft copy in excel format of measurement sheet is also to be submitted.~~
- ~~(viii) Abstract of measurement sheet and work done till previous bill, the running and cumulative quantities and amount certified/accepted by RITES's site representative.~~
- ~~(ix) Declaration and documentary evidence towards payment of ESI/EPF/Minimum wages etc as per statutory requirement.~~
- ~~(x) All insurance policies viz. CAR policy, Workmen compensation and third party liability policy as stipulated in contract agreement.~~
- ~~(xi) Any other documents as asked by Engineer in-charge/RITES.~~

39. MEASUREMENTS:

- (a) Payments for fieldwork shall be made in accordance with approved designs and drawings and measured in relevant units except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor will not be entitled to any extra payment, unless dimension are increased on account of physical impossibility of carrying out the work in accordance with approved drawings and Designs: In case the dimensions of work are less than those shown in the approved designs and drawings and the work is accepted without being rejected, payment will be made as per work actually done.
- (b) The measurements will be made generally in accordance with standard engineering practice and in conformity with the Explanatory Notes.

40. DESIGN & DRAWINGS:

- (a) All the basic designs, drawings of OHE issued by RDSO/Lucknow/and or CORE/Allahabad shall be arranged by the Contractor himself.
- (b) The Contractor shall furnish detailed working drawings (LOP/CSD/SED) together with design calculations, if any, and to submit in quadruplicate for approval of Railway.

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- (c) The Contractor shall prepare sectioning diagram, OHE layout plan together with type of mast, foundation and profile drawing etc. as detailed out in BOQ (under items 1 & 2) of the Explanatory note under schedule of quantities and submit the same for approval to Sr. DEE (TRD), of concerned Railway division. Contract will be rescind at the contractor's risk if fails to submit Layout Plan within stipulated days. The contractor shall liaison with Railway official for the approval of drawings submitted by them. On approval of Drawings/Designs by Railway in principle, the contractor shall distribute 5 copies as required before starting the work.
- (d) The contractor shall also submit design calculation for special foundation of OHE mast, if required, and furnish the type of foundation at such location where standard designs, drawings or employment schedules do not cover & obtain approval of competent authority.
- (e) The Contractor shall prepare 'As Erected Drawing' of OHE layout 'SED' and shall finalize it after joint verification with concerned Railway. The tracing of "As Erected Drawing" shall be submitted for approval of concerned Rly. duly signed by the Contractor. The contractor shall furnish 2 Nos of RTFs & 2 Nos of soft copy covering all drawings in addition to 6 (Six) colored Print out copies of each drawings.
- (f) It is to be clearly understood that all design & drawings shall be based on thorough study. General design & dimensions shall be such that the contractor is satisfied about the suitability of the design/dimension/Style of the equipment/assembly for the purpose.

Purchaser's/Railway's approval will be based on these considerations. Notwithstanding approval of design/drawing/testing of equipments and acceptance of overall performance of the system, the contractor shall in no way absolve his responsibility under the term contract for the design, drawing & equipments supplied and erected by him or his subcontractor and also for the overall performance subject to general terms of Guarantee.

41. CO-ORDINATION WITH RAILWAY (NWR):

- (a) During the course of execution of the work, the Contractor is required to co-ordinate with Sr.DEE/TRD, who is the nodal officer of this project and Chief Electrical Engineer of North Western Railway, as well as other Rly. Officials to commission the system quickly and smoothly.
- (b) *NWR shall provide (as per the rates mentioned in item "1" of clause 41/SCC) duly maintained Diesel power, Guard Vans, Coaches, Wagons along with co-ordination Staff for Traffic Block, TRD Staff for joint checking of TRD work, staff for NI, NWR Guards and Driver, Tower wagon Drivers, Wagons and Coaches for RE EMT, etc. Traffic cum power block will be provided by NWR as per their train operation schedule. Rail Crane Drivers shall be provided by Contractor.*
- (c) *NWR shall provide duly maintained Inspection Cars and Saloons during CRS/EIG inspection and other field inspections.*

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- (d) All Traffic Blocks, disconnection of S&T gears and Power Blocks shall be arranged by NWR. Agency is required to coordinate with the official of NWR as and when required for the completion of the work.
- (e) Regular co-ordination meetings will be held with Ajmer division of NWR & RITES. Contractor is required to accompany RITES in such meetings with Railway related with RE work of UDZ-HMT section of NWR, if so desire by Engineer In-charge/RITES.
- (f) Contractor will liason with the NWR for all requisite details of existing drawings and future works under execution or proposed or being proposed near track before commencement of the work.
- ~~(g) For materials to be procured by RITES/Contractor, North Western Railway shall issue concessional forms of sales tax form C/D to avail concessional sales tax/GST, otherwise normal rate of Sales Tax/GST will apply. Agency has to co-ordinate with NWR for issuance of such concessional forms.~~
- (h) Agency shall submit a monthly Progress Report/PERT Chart/CPM/any other suitable project progress monitoring means for the work done during the month including projections/planning for the next month for the onward submission to NWR.
- (i) For disposal of buildings, structures and forest products existing at the time of taking over of land, cutting/trimming of trees, it will be the responsibility of the contractor to process/liason the following:
- To auction the buildings and trees wherever required in consultation with RITES/NWR.
 - Cutting/trimming of trees & co-ordinate with Forest authorities for obtaining clearances for the purpose wherever required.
 - To account for the credit for these to authority concern in consultation with RITES/NWR.
- (j) **Papers for EIG and CRS sanction:** It will be the responsibility of the contractor to prepare the papers as per format for Railway Opening for Public Carriage of Passengers Rules 2000 and the amendment thereto, for obtaining EIG and CRS sanction by Railway. Further, necessary documents and liasoning required for obtaining Electrical Inspector's permission (EIG sanction) to charge OHE & CRS sanction for operational of trains is included in the scope of work of this contract and shall be done by agency as directed by Engineer In-charge. The final completion certificate of the work will be issued only after energization of EIG and CRS sanction/approval. The Touch paint, finishing of muffs, painting of balance weight, arrangement of safety board's etc shall be done before CRS inspection of the work.
- (k) **Safety Precautions to be taken during execution of work:** During the whole contract period contractor will ensure and adhere to safety norms as per Railway practices & regulations. A high degree of Safety Precautions will be ensured during execution of work in whole contract period.

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- (l) **Traffic Block Tower Wagon checking, TRD work Supervision and NI etc:**
Contractor shall submit and liaison with NWR for Traffic Block requirement, Tower Wagon checking request, TRD work Supervision request and proposal for NI and disconnections of S&T gears, etc.

However, NWR shall arrange Traffic Block, Tower Wagon, TRD staff for joint checking of TRD work and arrangement for NI and disconnections of S&T gears etc., including requisite staff. The traffic block/power block will be provided by Railway as per their train operational schedule. Rail Crane Driver shall be provided by Contractor.

North Western Railway shall provide the following machinery and equipments to the Contractor at the daily rates shown against each machinery and equipments in table given below. If any of these machineries/ equipments/ vehicles is required by the successful bidder, during the course of execution, the daily rates of the same shall be paid directly to North Western Railway by the bidder.

Sr. No.	Particulars of each type of machinery and equipment	Daily rate in rupees in Rounded figures
1.	8-Wheeler Tower wagon	2000/-
2.	Diesel loco	2000/-
3.	BRN Wagon	1000/-
4.	Conventional Non-AC coach	1000/-
5.	BRN mounted 5 MT Rail Crane	1000/-

Note:

For machines and T&P whose hire charges are not mentioned above, the monthly rate for those machines or equipment shall be equal to 2% (two per cent) of the cost of such machine or equipment, as published in the latest Pink Book of Ministry of Railways. If the cost of any machine or equipment has not been published in the latest Pink Book, then the last purchase price thereof shall be applicable for determining the charges for such machine or equipment.

- ~~(m) Tower wagon for final adjustment/checking/commissioning of system will be arranged by the Contractor, payment of hiring of Tower wagon charges, if any, will be paid by Contractor to railway on demand.~~
- (n) Contractor may arrange to obtain Traffic/Power Block of the existing Section from NWR for the work, if required through requisition/request to Railway clearly specifying proposed date of execution, Elementary Section No. involved, duration of Power/Traffic Block and the Contractor shall be solely responsible for any delay in releasing such block.
- (o) ~~Contractor shall make his own arrangement for supply of rail & sleepers and other requisite items.~~ Requisite Mainline rails and sleepers shall be supplied by NWR free of cost to the Contractor. Contractor will place demand as per

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timeline advised by Engineering department after placement of work order along with time schedule. Contractor shall make his own arrangement for transportation of Rails and Sleepers from Railway Depot to the Site. No payment will be made to the Contractor for the Transportation of these items.

42. SUPPLY OF CONTACT & CATENARY WIRE:

Contact and catenary wire shall be supplied in drum lengths. Supply of cut pieces, if required, should be done with prior approval of Employer/RITES.

43. INSURANCES TO BE TAKEN BY THE CONTRACTOR & EMPLOYER TO BE INDEMNIFIED:

The contractor shall take all the policies viz., Contractor's all risk insurance policy (CAR Policy), Third party Insurance (TPI), Workmen Insurance etc. as mentioned in the General Condition of Contract (GCC). Contractor shall insure the validity of these insurance for the entire period of the contract as per GCC.

44. WORKS/ EMPLOYER REQUIREMENT:

This clause comprises of following sub-sections:

- (1) Safety and Security.
- (2) General Information and scope of work.
- (3) Site Facilities for the Employer and the Engineer.
- (4) Specification (Covered in section-5 Specification)
- (5) Personnel to be deployed at site.
- (6) Equipment to be deployed at site.

Details of each head are illustrated in part 2 of Special Conditions of Contract as Works/Employer Requirements.

PART – I: TECHNICAL BID

SECTION - 3

SPECIAL CONDITIONS OF CONTRACT (SCC)

(WORKS/EMPLOYERS REQUIREMENT)

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SECTION – 3, PART-2

SPECIAL CONDITIONS OF CONTRACT (SCC)

WORKS/ EMPLOYER REQUIREMENT

This clause comprises of following sub sections:

- (1) Safety and Security.
- (2) General Information and scope of work.
- (3) Site Facilities for the Employer and the Engineer.
- (4) Specification (Covered in section-5 Specification)
- (5) Personnel to be deployed at site.
- (6) Equipment to be deployed at site.

Details of each head are illustrated in part 2 of Special Conditions of Contract as Works/Employer Requirements.

1. SAFETY AND SECURITY:

1.1. SAFETY:

The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor/his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway/ Engineer/Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

1.2. JOINT PROCEDURE ORDER:

Before starting any excavation work adjacent to existing track, the contractor shall ensure that necessary permission has been obtained and required precautions have been taken for doing such work in terms Joint Procedure Order reproduced below:

“JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALING, ELECTRICAL AND TELECOMMUNICATION CABLES”

(A) A number of Engineering works in connection viz., gauge conversion, doubling, third line are in progress on various railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to cabins. ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organization under open line/construction units under CAO/C, RITES, are executing various Signalling and Telecom works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel is also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for

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exclusive use of Railways for carrying voice and data, i.e., administrative and control communication, PRS, FOIS etc. or shared by Rail Tel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Dept/ RITES. Generally, these works are executed by contractors employed by these organizations.

- (B)** However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by contractors carrying out the Civil Engineering Works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical departments or RITES. Such cable faults results in the failure of vital signaling and telecommunication circuits & electrical installations.
- (C)** Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and Rail Tel organization, wherever such works are being done by them) officers of the respective divisions, organisation and by the construction organization, while carrying out any digging work near to existing signaling & telecommunication and electrical cables, so that the instances of cable cut due to execution of works, can be controlled, and minimized.
- (1) S&T Department (and Rail Tel, where they have laid the cables) and Electrical department shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. In addition, S&T department and Electrical department shall also provide cable markers along the alignment of the cable. These cable route plans shall be made available to the Sr.DEN/DEN or Dy.CE/C, as the case may be, by Sr. DSTE/DSTE or Sr. DEE/DEE of the divisions or Dy.CSTE/C or Dy.CEE/C within 15 days in duplicate. Sr.DEN/DEN or Dy.CE/C will send copies to their field unit i.e. AEN/SE/P. Way& Works.
 - (2) Before taking up any digging activity on a particular work by any agency, Sr.DSTE/DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Eng. or S&T or Electrical officer for permitting to undertake the work. Sr.DSTE/DSTE or Sr.DEE/DEE, after ensuring that the concerned executing agencies including the contractor have fully understood the S&T and Electrical cable route plan shall permit the work in writing within 7 days of the request by concerned department.
 - (3) After getting the permission from S&T or Electrical department as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Eng. official for commencement of work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable

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that a suitable post of SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall be created chargeable to the estimates of doubling/gauge conversion, who can help Eng. agencies in the execution of the work. However basic responsibility will be of the department executing the work and the Contractor. Creation of posts is not mandatory.

- (4) The SE/P. Way or SE/Works shall pass on the information to the concerned SE/Sig SE/Tele or SE/Electrical (TRD or G) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE/P. Way or SE/Works, who in turn shall pass on the information to the test room/network operation centre of RailTel/TPC/Electrical control.
- (5) On receiving the above information, SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
- (6) The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering control as soon as the concerned Engineering officials issue the letter authorizing commencement of work to the contractor. Test room shall be given copies. Test room shall collect any further details from the Engineering Control and shall pass it on to S&T/Rail Tel& Electrical officials regularly. In case the supervisors of concerned departments do not turn up on the day as advised in terms of para 4 and 5 above, the works of contractor should not be stopped on this account.
- (7) In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature the work, kilometer etc. be given to the Engineering control including the contact person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test room/network Operating Centre of Rail Tel/TPC/Elect. Control.
- (8) Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division/Rail Tel/Construction can plan the works properly for shifting. Such shifting works shall in addition, for security and integrity of the cables, be supervised by S&T supervisors/RailTel supervisors/Electrical Supervisors.
- (9) The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele/SE/Electrical (TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident/emergency.

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- (10) In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE/Sig or SE/Tele or SE/Electrical (TRD or G). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of S&T or Electrical supervisors. However, the work will be charged to the concerned engineering works. The responsibility for ensuring availability of SE (Signal), SE (Electrical) as per para 4 and 5 above lies with the respective department. The contractor will go ahead with the shifting of cables as per the program decided and he will not be held responsible for any cable cut.
- (11) In all the sections where major project are to be taken up/going on RailTel/S&T department shall deploy their official to take preventive/corrective action at site of work. As regards Electrical Department, the official may be deputed on need basis.
- (12) No new OFC or quad cable shall be laid close to existing track. It shall be laid close to the Railway boundary on one side of the Railway track to the extent possible to avoid any interference with the future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or concrete markers. Wherever multiple cables are laid in a trench, RFID markers may be provided for easy identification of the cable. Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by the Contractor or Dy.CSTE/A or Dy.CEE/C and shall be got approved from the concerned Sr. DSTE/DSTE or Sr.DEE/DEE and also from the concerned Dy. CE/C for new lines and from the concerned Sr.DEN for all other projects including GC etc., to avoid possible damages in future. Such approvals shall be granted within 15 days of the submission of the request.
- (13) The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.
- (14) In case damage caused to OFC/Quad cable or Electrical cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following:
- (i) Detailed cable route plan as per clause C-1 not provided by concerned department or cable is not protected as per laid down procedures.
 - (ii) The alignment of the cable does not tally with the information provided to the contractor.
 - (iii) The cable depth is found to be less than 800 mm from normal ground level.
 - (iv) No representative of S&T department/RailTel was available at site guarding the cables on the fixed predetermined date and time.

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(15) Penalty to be imposed for damages to cable shall be as under:

Cable damaged	Penalty per location
Only Quad cable or Signalling cable	Rs.1.0 Lakh
Only OFC	Rs.1.25 Lakh
Both OFC & Quad	Rs.1.5 Lakh
Electrical Cable	Rs.1.0 Lakh

Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damage to Electrical cable.

(16) Railways will not lodge FIR with RPF in case of works being executed by authorized contractors of Railways who have been duly permitted to execute the works in accordance with this JPO. Joint note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF. The joint note deciding the fact whether the contractor should be penalized shall be completed in a day's time from the occurrence of cable cut.

In all other cases, when the cable is cut by an agency that was not permitted to execute any work, FIR should be lodged with RPF.

(17) While giving permission for taking up the works, concerned departments may note that earthwork by engineering contractors will normally be done by machines except in a few isolated locations where the quantity of earth work is very less.

(18) Railways shall make necessary correction in their future contract so that this JPO can also be enforced contractually.

(19) In case of damages to OFC, RailTel should be paid 5/6th of the penalty recovered. RailTel shall raise demands on the S&T department in this regard.

(20) All types of signaling & OHE bonds, i.e., rail bond, cross bond and structure bond shall be restored by the contractor with a view to keep rail voltage low to ensure safety of personnel.

(21) Above joint circular shall be applicable for construction as well as open line organization of Engineering, S&T and Electrical.

(22) S&T cable and electrical cable route plan should be prepared by the concerned S&T and Electrical officers respectively and got approved as stipulated in para C-12 before undertaking the work. The completion cable route plan should be finalized block section by block section as soon as the work is completed.

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(23) All cable laying works shall be executed as per laid down technical specifications, such as protection measures/protective cover, compaction of refilled material etc.

1.3. WORKING NEAR RUNNING LINE:

- 1.3.1 The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works viz. earth work for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer for permission giving the type & no. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work/movement. The Railways/Employer/ Engineer or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flag men & supervisor and will give written permission giving names of road vehicle drivers, contractor's flag men and supervisor to be deployed on the work, location, period, and timing of the work. This permission will be subject to the following obligatory conditions:
- 1.3.2 Road vehicles can ply along the track after suitable cordoning off track with minimum distance of 6 meters from the centre of the nearest track. For working of machinery close to the running tracks or plying of road vehicles during night hours, the contractor shall apply to the Engineer in writing for permission, duly indicating the site details in a neat sketch and safety measures proposed to be taken. Subject to the approval of concerned Railway authorities, the Engineer or his authorized representative will communicate permission to the contractor/contractor's representative. The contractor and his men shall strictly adhere to the instructions given along with such permissions.
- 1.3.3 Nominated vehicles and drivers shall be utilized for work in the presence of at least one flag man and one supervisor certified for such work. In order to monitor the activities during night hours, additional staff may have to be posted based on the need of the individual site.
- 1.3.4 The Contractor's machinery, equipment and vehicles shall normally operate 6 m clear of track.
- 1.3.5 Any movement/work at less than 6m and up to a minimum of 3.5m clear of track centre, shall be carried out only in the presence of a person (including any railway employee) authorized by the Engineer. No part of the road vehicle shall be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the Employer.
- 1.3.6 The Contractor's machinery and equipment like Cranes, Flash Butt Welders, Ballasting machinery, Compactors, Track Laying Systems etc., are required to operate close to the existing line carrying traffic. Contractor is fully responsible for operating these machineries without endangering the safety of the running line and traffic.

1.3.7 SAFETY FENCING:

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- (i) Before commencing any work close to the running track, the Contractor shall provide safety fencing and obtain the specific permission of Engineer to commence the work in that stretch.
- (ii) The fencing shall be for a height of 1.5 meters with wooden/Casurinaballi posts of length 2.1 m at 3 m centre to centre spacing as per relevant BOQ item.
- (iii) The Contractor shall maintain the safety fencing in good working condition throughout the period till the work in a given stretch is completed. He can remove the fencing after getting the approval of Engineer. The fencing material will be the property of the Contractor. Serviceable materials obtained from the released fencing can be re-used for providing fencing in subsequent stretches.
- (iv) The Contractor will be paid for providing safety fencing along the track as per the relevant item in the BOQ.

1.4. SAFE WORKING OF CONTRACTORS:

The contractor's special attention is drawn to Para 826 of Indian Railways Permanent Way Manual introduced under Advance Correction Slip no. 69 dated 23.05.2001, reproduced below which should invariably be complied with "para 826 - Safe working of Contractors.

1.5. SAFETY OF MEN AND MACHINERY:

A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding etc. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted:

- (a) The contractor shall not start any work without the presence of Railway supervisor at site.
- (b) Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and/or Machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
- (c) The "look out and whistle" caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flag men/detonators shall be provided where necessary for protection of trains.
- (d) The supervisors/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by AEN which will be valid only for the work for which it has been issued.
- (e) The unloaded ballast/rails/sleepers/other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.

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- (f) Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer.

COMPETENCY CERTIFICATE

“Certified that Shri _____ P. Way supervisor of M/s. _____ has been examined regarding P. Way working on _____ work. His knowledge has been found satisfactory and he is capable of supervising the work safely.

ASSISTANT ENGINEER”

1.6. SAFETY OF THE RUNNING LINES AND RUNNING TRAFFIC:

The work of formation in banks and cuttings throughout the length of doubling is adjacent to track under running traffic. Many of the bridges on the proposed double line are to be constructed either as extensions or just adjacent to the existing bridges under running traffic. The work of Installation of Track throughout the length of doubling is adjacent to track under running traffic. The work of Installation of Track and Signals in the Station yards including alterations to the existing Track and Signals has to be done adjacent to or in replacement of the existing Track and Signals which are under running traffic. The contractor shall ensure that the safety of the running lines and running traffic is not endangered, because of his work.

1.7. BLOCKS SANCTION:

Any traffic/traction blocks, temporary speed restrictions and caution orders required in this connection shall also be got sanctioned from the Railway authorities well in advance, through the Engineer. The Railways may sanction the same for specific sites within the overall recovery time available in the Railway’s timetable. The contractor shall have to schedule his programme according to the convenience of the Railways. No claim from the contractor for any delay/inconvenience/loss on this account shall be entertained by the Employer.

1.8. PROTECTION AND LIGHTING:

The contractor shall provide at site at his own cost, all protection measures including exhibition and lighting of all Temporary Engineering Signals as per Railway rules, instructions and norms. All lights provided by the contractor shall be screened so as not to interfere with any signal light on the Railways or with any traffic or signal lights of any local or other authority.

1.9. ANCILLARY AND TEMPORARY WORKS:

- (a) The Contractor’s proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the tender and modifications thereto as approved by the Engineer.
- (b) The Contractor shall submit drawings, supporting design calculations were called for by the Engineer and other relevant details of all such works to the

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Engineer for approval at least one month before he desires to commence such works. Approval by the Engineer of any such proposal shall not relieve the contractor of his responsibility for the sufficiency of such works.

- (c) The contractor shall, at his own cost, design and provide any temporary arrangements including relieving/service girders required in connection with the above said works and remove the same, when no longer required. These arrangements shall conform to Railway norms. The contractor shall obtain all necessary approvals and sanctions of the concerned Railway authorities including Commissioner of Railway Safety through the Engineer in advance and well in time.
- (d) The contractor shall ensure and be entirely responsible for proper design, fabrication, provision and upkeep of all temporary arrangements and all associated activities so as not to endanger safety of any assets, running track, traffic and traveling public and for following all extent instructions, norms, practice and procedures laid down by Railway authorities in this respect, which may be ascertained from the Railways through the Engineer.
- (e) If required, Railways may, in order to ensure the safety of the running track, post at site Regular Railway staff to watch the efficacy and safety of temporary arrangements and protection measures round the clock for the period the same exist in the running line and till the running line is restored back to normal. Railways may also supervise the insertion, maintenance and removal of the temporary arrangements. The cost of such staff shall be borne by the Employer.
- (f) Notwithstanding the above, the contractor shall not, however, be relieved of his responsibility and obligation as aforesaid.
- (g) Save as provided in Para 1.8 (e) above, the contractor shall bear the cost of complying with all safety requirements. No extra payment will be made for complying with the safety provisions under this chapter and the cost of all such elements to meet the safety requirements shall be deemed to be included in the Bill of Quantities.

1.10. ACCIDENT AND DAMAGE:

The contractor remains fully responsible for ensuring safety. In case of any accident, the Contractor shall bear cost of all damages to his equipment and men, and also damages to Railway and its passengers.

1.11. BARRICADING:

Suitable barricading to forewarn road vehicle driver shall be provided by the contractor. The luminous tape, strung on bamboo or steel poles can be considered for such barricading. Barricading arrangement should be got approved by the Engineer.

1.12. INDEMNITY BY CONTRACTOR:

The Contractor shall indemnify and save harmless the Railway/Employer/Engineer from and against all actions, suit proceedings, losses, costs, damages, claims, and demands of every nature and description brought or recovered against the

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Railways/ Employer/Engineer by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

1.13. DAMAGE TO RAILWAY PROPERTY OR LIFE OR PRIVATE PROPERTY:

The contractor shall be responsible for all risks to the works and for the trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives of persons or property of others from whatsoever cause in connection with the works until they are taken over by the Employer and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway/Employer/Engineer shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of Workmen's compensation act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid, by reason of any act, or any negligence or any omissions on the part of the contractor, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/Employer/Engineer may incur in reference thereto, shall be charged to the contractor. The Railway/Employer/Engineer shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expense shall not be called in question by the Contractor.

1.14. SAFETY OF PUBLIC:

- (a) The Contractor shall be responsible to take all precautions to ensure the safety of the Public whether on Public or Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
- (b) The Contractor shall provide effective barricading using G.I. corrugated sheets around foundation pits, trenches, erection sites, demolition sites etc., to prevent accidents and injuries to the public. He shall erect barricading duly leaving safe passage for the movement of the public as per the directions of Engineer.
- (c) No payment will be made for providing such barricading and the rates quoted by the Contractor shall be inclusive of such safety measures.

1.15. REPORTING OF ACCIDENTS:

The Contractor shall report to the Engineer details of any accidents as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer and the Employer immediately by the quickest available means.

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1.16. LIFE-SAVING APPLIANCES AND FIRST-AID EQUIPMENT:

The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer and in accordance with the requirements of ILO Convention No. 62. The appliances and equipment shall be available for use, at all times.

1.17. SECURITY MEASURE:

- (a) Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.
- (b) Contractor's as well as Sub Contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots and other safety/protection gadgets/accessories provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- (c) All vehicles used by the contractor shall be clearly marked with the Contractor's name or identification mark.
- (d) The contractor shall be responsible for security of works in the entire project jurisdiction for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not be limited to, maintenance of Law and Order at site, provision of all lighting, guard, flagmen, and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the works continuously throughout working and non-working periods including nights, Sundays and holidays, for the duration of the contract. However, at work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as proposed by contractor and approved by Engineer shall be provided.
- (e) No separate payment will be made for providing security measures and will be deemed to be included in the rates quoted by the contractor.

1.18. SAFETY AT WORK SITE:

Ensuring safety at work site is of paramount importance. Contractor will have to comply the safety instructions as illustrated below:

(A) In case of RE works the following measures must be taken

- (1) Fencing as per specification laid down in PCE circulars along the track at specified distance from centre line of existing track. The fencing should be maintained till the track is handed over to Railway. According at locations where it has been broken /stolen away, the same should be restored expeditiously.
- (2) Contractors to ensure patrolling by cycle/motorcycle to prevent damage to fencing and to rectify as soon as it is defected.

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- (3) In the stretch where new formation is likely to be used by unauthorized vehicles and likely to create potential unsafe condition, lifting, barriers at points where contractors' vehicles are required to enter should be provided and the same should be manned to allow entry to only contractors vehicles and prevent entry of unauthorized vehicles.
- (4) Other likely entry points on the new formation must be suitably blocked by providing physical obstructions by stacking sleepers or by cross trenches or by erecting fence to prevent entry of unauthorized vehicle or by erecting fence to prevent entry of unauthorized vehicles, frequent check should be exercised to ensure that unauthorized vehicles do not ply.
- (5) Reducing number and length of such stretches by spreading ballast and linking of track as expeditiously as possible.
- (6) Laying welded rail panels along the fencing to create additional barriers for preventing vehicle coming near to the existing track.
- (7) Safety Engineer/Managers should be advised to educate supervisor/engineers for each stretch to ensure safety who should be well conversant with safety instructions and should see that the same are not violated.
- (8) Periodical formal counseling of all Engineers, supervisors, officials regarding, safety instructions and review violations coming to light and taking appropriate action. This should be done during the monthly progress review meeting.
- (9) Counseling of drivers and operators of machinery regarding safety aspect during routine inspection of RITES /PMC.
- (10) All the drivers/machine operators should have competency certificate issued by agency after examining their knowledge about safety. Only authorized drivers can ply within 6.0 of the existing track.
- (11) Pursuing railway for issue of required caution order to drivers of trains wherever required in terms of Railway Boards instructions/PCE circulars.
- (12) In case work is required to be carried out within 3.5 m of existing, running line, ECoR should be advised well in time and requested to provide look out men and Railway supervisors for the site. At such location close supervision must be ensured.
- (13) In terms of contract conditions, preventing entry of outsiders at the work sites is the responsibility of contractors and this has to be ensured.

(B) Following are the works which will be in general be assigned to safety office.

- (1) The safety officer (in charge) shall be from the permanent rolls of the contractor. he will work under the administrative control of the Project manager of the contractor.
- (2) The person from any sub-contractor deputed by the main contractor shall not be designated as safety officer.

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- (3) The safety officer shall be overall in charge of the safety methods being undertaken at various work sites. He shall not be given any other task related to the project planning and execution.
- (4) The safety officer should be well versed with the safety aspect related to worksites in the vicinity of running railway lines and should impart training to the officials assisting him.
- (5) The safety officer shall be given suitable means of transport (depending on the requirement) by the contractor to approach all the work sites frequently and ensure that adequate precautions to ensure safety have been taken. Following items shall be specifically done by the Safety officer.
 - (a) Ensuring the provision of the safety fencing. Any shortfall shall be made good immediately.
 - (b) Availability of suitable lookout men at each working site. The lookout men shall be in possession of hooters, safety helmet and retro reflective jacket to warn the site engineer/supervisor and operator/drivers of the equipments/vehicle working near the running track.
 - (c) Arranging issuance of competency certificates by Employer/Engineer with the operator/driver of each equipment/vehicle before deputing for work.
 - (d) Take assurance from the contractor officials at regular interval of complying with the safety instructions.
 - (e) Any safety violation to be advised to all concerned and remediate action taken thereof.
- (6) The safety officer will frequently co-ordinate the contractor engineer/supervisors/operators/drivers/lookout men about safety provisions during his day-to-day inspections and keeps a record of the same. The safety officer will prepare a monthly report of the safety inspections carried out and remedial action taken thereof and send it to the project manager of the contractor and the employer/engineer.
- (7) The contractor should open new sites only after discussing the safety measures to be undertaken with his safety officer and obtaining the permission from Employer/Engineer.
- (8) It shall be duly of the project Manager and safety officer of the contractor that the instructions contained in the agreement related to safety and the same issued by the railway/Employer/Engineer from time to time are strictly complied with.

2. GENERAL INFORMATION AND SCOPE OF WORK:

2.1. INTRODUCTION:

Udaipur City (Excl.)-Himmatnagar (excl.) 209.66 RKM (234.99TKM) section is single line section of Ajmer Division, North Western Railway. The main traffic on

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Udaipur City - Himmatnagar section is the passenger trains which has consists of 21 stations. It falls in the State of Rajasthan & Gujarat.

Salient details of the Proposed Rail Electrification are:

(A) ELECTRICAL ENGINEERING:

1.	Length of OHE Conventional type OHE (regulated) to be provided.	
	(i) Main section lines.	196.95 Tkm
	(ii) Station Area.	38.04 Tkm
	TOTAL	234.99 Tkm
2.	Wind pressure for OHE designs (IS:875).	155 kg/Sq.m
3.	Maximum spans for standard copper OHE (Regulated).	58.5 m
4.	No. of Traction substation.	03 Nos. (UMRA, DNRP & VRV)
5.	No. of switching stations.	
	(i) SPs.	03 No.
	(ii) SSPs	07 No.
6.	No. of overhead Power Line Crossings.	
	(i) 11 kV.	31 No.
	(ii) 33/66 kV.	23 No.
	(iii) 132 kV	07 No.
	(iv) 220kV	01 No.
	(v) 765 kV	01 No.
7.	No. of OHE cum PSI maintenance Depot	01 No.
8.	No. of PSI maintenance Depot	NIL
9.	No. of Tower wagons shed	
	(i) 8-Wheeler.	01 Nos.
10.	AEE/TRD office.	01 Nos.

(B) MAIN CIVIL ENGINEERING WORKS:

The Salient features associated with Civil Engineering Works of proposed Railway Electrification work in UDZ (Excl.) –HMT (Excl.) section is:

I	Raising of FOBs	: 05
II	Raising of ROB	: 04

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III	Provision of height gauges	:	08 Sets.
IV	Modification to Platform shelter	:	250 sq. mtr. approx.
V	Protective screens at FOBs & ROB	:	09 sets
VI	No. of Bridge Mast	:	35 Nos
VII	Staff Quarters:		

		Electric	S&T	Total.
Type – I	:	Nil	Nil	Nil
Type – II	:	08	Nil	08
Type – III	:	04	Nil	04
Type – IV	:	04	Nil	04
Type-V	:	01	Nil	01
Total	:	17	NIL	17

2.2. SCOPE OF PRESENT TENDER:

In this tender all the works (Electrical, Civil & S&T) pertaining to the electrification of the non-electrified Udaipur City (Excl.)-Himmatnagar (Excl) section are to be carried out. Modifications in the existing signalling system (indoor and Outdoor) includes modifications at stations, mid-section interlocked LC gates between Udaipur City (Excl.)-Himmatnagar (Excl) section to suit 25 kV AC RE and alteration at a station in connection with Tower wagon shed in Udaipur City (Excl.)-Himmatnagar (Excl) section. Modification/Additions in existing Telecom system between Udaipur City (Excl.)-Himmatnagar (Excl) section and at control and SCADA centre at Ajmer for RE. Railway electrification work includes OHE work of main line & depots, SP, SSP, TSS/TWS, AT's, Power Line Crossings, provision of special Mast on bridge, fixing arrangement of OHE under FOB/ROB etc, Provision of SCADA including necessary modification at SCADA control centre at Ajmer, General Electrical works of stations, service buildings and residential quarters etc.

Civil work includes land development for TSS, SP, SSP, and along the track (if required) etc, construction of total 17 nos residential quarters at locations, Modification of FOB/ROB (if any) to suit the track electrification work, development of any other site/land if required.

2.2.1 Salient features of the section are provided hereinafter.

(A) 25 KV SECTIONING POST (SP) AND SUB-SECTIONING POST (SSP) (SWITCHING POST):

Sr. No.	Location	Type of Switching Post	Remarks
Udaipur City (Excl.)-Himmatnagar(Excl.)			
1.	SSP Kharwa chand	SSP	Single Line
2.	SSP Zawar	SSP	Single Line

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3.	SP Jay Samand Road	SP	Single Line
4.	SSP Semari	SSP	Single Line
5.	SSP Rikhab dev Road	SSP	Single Line
6.	SP Bechhiwara	SP	Single Line
7.	SSP Lusadiya	SSP	Single Line
8.	SP Shamlaji Road	SSP	Single Line
9.	SSP Raighad Road	SSP	Single Line
10.	SP Himmatnagar	SP	Single Line

(B) 5 KVA AT REQUIREMENTS FOR LC GATE:

Sr. No.	Location (LC Gate No.)	Capacity	Quantity of AT	Remarks
Udaipur (Excl.)-Himmatnagar (Excl.)				
1.	277/3-4 (04)	05 KVA	1 No.	One spare cable also to be provided
2.	281/1-2 (05)		1 No.	
3.	282/0-1 (06)		1 No.	
4.	286/3-4 (07)		1 No.	
5.	297/2-3 (08)		1 No.	
6.	305/6-7 (09)		1 No.	
7.	320/6-7 (10)		1 No.	
8.	236/15-237/1 (153)		1 No.	

(C) 10 KVA AT REQUIREMENTS

Sr. No.	Location (LC Gate No.)	Capacity	Quantity of AT	Remarks
Udaipur (Excl.)-Himmatnagar (Excl.)				
1.	Umar (UMRA)	10 KVA	1 No.	Station
2.	Kharwa chand (KRCD)		2 No.	Station & SSP
3.	Zawar (ZW)		2 No.	Station & SSP
4.	Padla (PDQ)		1 No.	Station
5.	Jay samand Road (JYM)		2 No.	Station & SP

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6.	Surkhand-Ka-Khera (SZK)		1 No.	Station
7.	Semari (SES)		2 No.	Station & SSP
8.	Kundal Garh (KDLG)		1 No.	Station
9.	Rikhab dev Road (RDD)		2 No.	Station & SSP
10.	Kotana (KTOA)		1 No.	Station
11.	Dungarpur (DNRP)		1 No.	Station
12.	Shalashah thana (SHLT)		1 No.	Station
13.	Shri bhavnath (SBNM)		1 No.	Station
14.	Bechhwarra (BHWA)		2 No.	Station & SP
15.	Jagabor (JO)		1 No.	Station
16.	Lusadiya (LSD)		2 No.	Station & SSP
17.	Shamlaji road (SJS)		2 No.	Station & SSP
18.	Sunak (SUC)		1 No.	Station
19.	Raighad road (RGQ)		2 No.	Station & SSP
20.	Himmatnagar (HMT)		2 No.	Station & SP
TOTAL QTY.			30 No.	One spare cable also to be provided of the same length and size

(D) 25 KVA AT REQUIREMENTS:

Sr. No.	Location (LC Gate No.)	Capacity	Quantity of AT	Remarks
Udaipur (Excl.)-Himmatnagar (Excl.)				
1	Umar (UMRA)	25 KVA	2 No.	TSS
2	Durgapur (DNRP)		2 No.	TSS
3	Viravada (VRV)		2 No.	TSS
TOTAL QTY.			06 No.	One spare cable also to be provided of the same length and size

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(E) TRACTION SUB-STATIONS (TSS)

Sr. No.	Location of TSS	Input Voltage	Number of Transformers	Capacity of each Transformer	Remarks
Udaipur City (Excl.)-Himmatnagar (Excl.)					
1	Umar (UMRA)	132 kV	02	132/27KV, 21.6 MVA, ONAN	
2	Dungarpur (DNRP)	132 kV	02	132/27KV, 21.6 MVA, ONAN	
3	Viravada (VRV)	132 kV	02	132/27KV, 21.6 MVA, ONAN	

(F) SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM (SCADA)

Section			Udaipur City to Himmatnagar
Item No	Description	MOU	Qty
1.	Design and Drawings	LS	1
2.	Supply, Erection, Testing & Commissioning of Supervisory Control and Data Acquisition (SCADA) equipments at the Remote Control Centre for required work stations	LS	1
3(a).	Supply, installation & testing of standard SCADA software	LS	0
3(b).	Modification/up gradation, testing & commissioning in existing standard SCADA software at RCC Equipments for configuration, integration/ hooking up of additional RTUs of adjacent section with master station.	LS	0
4.	Supply, Erection, Testing & Commissioning of GPS Receiver with 3 nos digital clock at RCC.	LS	1
5.	Supply, Erection, Testing & Commissioning of RTU at remote station as per the SCADA Specification No. TI/RCC/SCADA/0130/(04/2014) or Latest.		
(a)	(a) TSS	Nos.	3
(b)	(b) Sectioning Posts (SP)	Nos.	3
(c)	(c) Sub Sectioning Posts (SSP)	Nos.	7
6.	Supply, Erection, Testing & Commissioning 2x5 KVA dual redundant hot standby UPS system.	Set	1

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7.	Supply, Erection, Testing & Commissioning of 400 AH Low maintenance lead acid battery Sets.	Set	1
8.	Supply & erection of furniture at RCC.	Set	1
9.	Supply, erection testing and commissioning of Hardware and Software for TPC/HQ.	LS	1
10.	Supply, erection, testing and commissioning of Hardware and Software for Railway Board.	LS	1
11.	Supply of 10% spare cards after AMC for Operation & maintenance.	LS	1
12.	Supply of Special Tools, plants for maintenance.	LS	1

(G)5 KVA AT CABLE REQUIREMENT FOR LC GATE:

Sr. No.	Location (LC Gate No.)	Current Capacity/ Size of conductor	Quantity of AT	Cable quantity in meter/ AT	Remarks
Udaipur City (Excl.)-Himmatnagar (Excl.)					
1.	277/3-4 (04)	2Cx25Sq.mm XLPE, Aluminium Cable	1 No.	As per Site requirement	1. One spare cable also to be provided of the same length and size. 2. In double line section, track crossing may also be involved. 3. In platform area or concrete structure the cable may be required to laid by insertion of HDPE pipe by boring method.
2.	281/1-2 (05)		1 No.		
3.	282/0-1 (06)		1 No.		
4.	286/3-4 (07)		1 No.		
5.	297/2-3 (08)		1 No.		
6.	305/6-7 (09)		1 No.		
7.	320/6-7 (10)		1 No.		
8.	236/15-237/1 (153)		1 No.		
Total Qty			08 No..		

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(H)10 KVA AT CABLE REQUIREMENT:

Sr. No.	Location	Current Capacity/ Size of conductor	Quantity of AT	Cable quantity in meter/ AT	Remarks
Udaipur City (Excl.)-Himmatnagar (Excl.)					
1	Umar (UMRA)	10KVA- 2Cx70Sq.mm XLPE, Aluminium Cable	1 No.	As per Site requirement	1. One spare cable also to be provided of the same length and size. 2. In double line section, track crossing may also be involved. 3. In platform area or concrete structure the cable may be required to laid by insertion of HDPE pipe by boring method.
2	Kharwa chand (KRCD)		1 No.		
3	Zawar (ZW)		1 No.		
4	Padla (PDQ)		1 No.		
5	Jay samand Road (JYM)		1 No.		
6	Surkhand-Ka- Khera (SZK)		1 No.		
7	Semari (SES)		1 No.		
8	Kundal Garh (KDLG)		1 No.		
9	Rikhab dev Road (RDD)		1 No.		
10	Kotana (KTOA)		1 No.		
11	Dungarpur (DNRP)		1 No.		
12	Shalashah thana (SHLT)	10KAV- 2Cx70Sq.mm XLPE, Aluminum Cable	1 No.	As per Site requirement	
13	Shri bhavnath (SBNM)		1 No.		
14	Bechhware (BHWA)		1 No.		
15	Jagabor (JO)		1 No.		
16	Lusadiya (LSD)		1 No.		
17	Shamlaji road (SJS)		1 No.		
18	Sunak (SUC)		1 No.		

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19	Raighad road (RGQ)		1 No.		
20	Viravada (VRV)		1 No.		
Total Qty			20 No..		

2.2.2 The station wise details of infrastructure to be provided is as follows:

BASIC INFORMATION OF UDAIPUR CITY – HIMMATNAGAR SECTION:

Udaipur (Excl.)-Himmatnagar (Excl.) section details				
Total RKM		209.66		
Station Area RKM				
Open route TKM (Conv)		196.95		
Station Area TKM (Conv)		38.04		
Open route TKM (Total)		196.95		
Station Area TKM (Total)		38.04		
Tram way TKM (Total)		0.00		
Total TKM		234.99		
TSS (132 kV) Double bay (SL)		3	UMRA, DNRP & VIRWARA	
Total TSS		3		
SSP (Single Line)		7		
SP (Single Line)		3		
Total SWS		10		
LC gate (05 kVA AT)		8		
Stations (10 kVA AT)		19		
TSS&SWS (10 kVA AT)		10		
TSS (25 kVA AT)		7		
Total AT		44		
Station	No. of Lines	Single Line	Double Line	Total
02 Lines station (Conv)	2	1	0	1
03 Lines station (Conv)	3	9	0	9
04 Lines station	4	1	0	1
05 Lines station	5	1	0	1

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06 Lines station	6	0	0	0
		12	0	12
Total station		12	0	12
Total Tramway shots				
Polluted Area (TKM)		25		
Heavily Polluted Area (TKM)		10		
Vandalism prone Area (TKM)		10		
Nos of FOB		5	No. of Lines	3
Nos of ROB		4	No. of Lines	1
Nos of Platform shed		20		
Manned /Unmanned LC gate		8		
OHE cum PSI depot		1		
AEE/ASTE/DSTE office		1		
Tower wagon shed		1		
S&T SSE office		1		
Repeater Room		12		
Relay Room		12		
Battery Room		12		
Equipment Room		12		
Cable Hut		12		
Type –II		8		
Type-III		4		
Type- IV		4		
Type-V		1		
Borewell		1		
No. of Bridge Mast		35		

Note: The Location of Assets is tentative/proposed and may likely change.

2.3. FORMATION & BRIDGES:

Deleted

2.4. WORK FORMING PART OF THIS TENDER:

The contemplated works as a part of this tender consists of --

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- (a) Construction of TWS, OHE Depots, TSS, FOBs, Quarters, Offices, water supply, Supply of P. Way items and linking of track and other misc. works except rails and sleepers.
- (b) Survey for fixing the working alignment and establishment of working benchmarks for various works as mentioned above.
- (c) Earth Work in formation for TSS TWS, Building works and Service buildings, etc., as per site conditions.
- (d) Setting out alignments and levels and marking of locations for all foundation and other structures.
- (e) Construction of Buildings & other structures.
- (f) Laying & Linking of Track and yard modification work.
- (g) Supply & installation of S & T equipment.
- (h) Supply & Erection of OHE & General Electrical works.
- (i) Raising height of ROB Parapet wall
- (j) Making and supply of 'As Built' drawings of all the assets created.

2.5. THE NATURE OF WORK:

The works to be executed can broadly be grouped as under:

2.5.1 OHE & GENERAL ELECTRICAL WORK:

- (1) The brief scope of work in this bid document is Design, Supply, Erection, Testing & Commissioning of 25 KV, 50 Hz, Single Phase AC, Traction Over-head Equipment, Switching Stations, Traction Sub-stations, General Electrical Services works between Udaipur City (Excl.)-Himmatnagar (Excl) section.
- (2) The work is to be executed as per the latest instructions and drawings issued by RDSO / Railway Board /RITES and CEE / Zonal Railways.
- (3) Pole mounted Auxiliary Transformers (ATs) shall be installed for giving power supply to colour light signaling, Repeater Stations, Manned L.C. Gates, Switching Stations and Traction Sub- Stations, wherever required and considered to be essential by Railway / RITES.
- (4) The Over-Head Equipment used shall normally be of Regulated Conventional Polygonal type 25KV 50Hz Single phase AC OHE fit for a speed of 160 Kmph.
- (5) Pegging plan will be supplied by the employer. Bidders need to carry out detailed verification of same and survey for preparation of Layout plans etc., Supply and Installation of Over Head Equipment at 25 KV AC and all associated work including preparation of all drawings.
- (6) Work also involves electrification of service buildings, platforms, platform shelters, FOBs, ROB's level crossing gates, goods yards, residential buildings and other installations. Alteration to the existing service connections and buildings will also be involved (Wherever required).

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- (7) All LT, 11 and 33 KV overhead crossing as decided by employer will be converted into underground cables and, structures of EHT overhead crossings infringing upon work will be suitably modified in consultation with Railway & Electricity Supply Authorities (if required or otherwise). The Contractor shall co-ordinate with the concerned State Electricity Authorities for carrying out all modifications to the power line crossings and ensures energization of newly laid cables (ensuring necessary approval / sanction) and strictly adhere to the Schedules of power shut down while executing the works if required. The Contractor shall hand over all released materials arising out of modifications to power line crossings to the respective Authorities and no separate payment will be made for loading, leading, transporting etc. The entire work shall be planned in advance and submitted to the Engineer for approval. The Contractor shall provide adequate resources as per the approved plan to complete the work as per program.
- (8) Overhead lines running parallel to track in close vicinity are also to be modified to UG Cables to avoid induction in OH lines.
- (9) Providing and maintaining office accommodation, equipment and vehicles for the use of the Employer and their Assistants and Staff during the contract and defect liability periods.

The above is not an exhaustive list covering all the works to be done under this Tender. Major works only have been listed for guidance.

2.5.2 CIVIL:

- (1) Setting out the alignment of proposed new line and establishing working benchmarks and alignment references, taking the details from benchmarks and alignment references established by the Employer earlier. This work has to be done before any works/activity under this contract.
- (2) Preparation of working plans for longitudinal sections, cross sections and bridge layouts.
- (3) Carrying out the work of Earth work in formation in banks with Contractor's earth, blanketing material with Contractor's material. The earth work in formation and blanket layer has to be compacted with suitable machinery at OMC.
- (4) Transportation, handling, stacking, watching, protection etc. of all material from the manufacturer's works / place of purchase to the sites of use.
- (5) For carrying out accurate survey work, survey control points shall be established along the railway line using high standard end survey equipment such as DGPS or Total Station connected with nearest GTS Benchmark. Also reference pillars are to be established for relocation. This work is meant for maintaining & checking proper alignment and gradient control.
- (6) Every precaution has to be taken such that there shall be least disturbance to road traffic as well as rail road during transportation of construction materials to the site of work.
- (7) Making and supply of 'As Built' drawings for the new assets created.

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2.5.3 TRACK LAYING & LINKING:

- (1) 52 Kg/90UTS rails on PSC sleepers with density of 1540 sleepers of 52/60 Kg, per km with 250mm to 300 mm ballast cushion shall be provided for the track works.
- (2) Yards will be track circuited. Glued joints shall be provided wherever required. 52 Kg points and crossings on PSC fan shaped lay outs of 60 Kg have been proposed.
- (3) Hard Stone ballast of 65 mm size with 300 mm cushion on the main line and the turnouts and 250 mm cushion on loops and sidings shall be provided.
- (4) The work also involves slewing / regarding of existing tracks and relaying/ dismantling of P-way and Points & crossings, wherever necessary.
- (5) After the formation is ready and cleared by the Engineer for track linking the rails (Single Rails/3 Rail Panels) shall be unloaded on the formation.
- (6) PSC sleepers shall be transported by road and stacked near level crossings.
- (7) The required quantity of ballast to the maximum extent (not less than 2 cum per meter length) shall be brought by contractor's dumpers on the formation and spread on the proposed alignment by contractor's grader. The grader should spread and level the ballast in a width of 3.2 meter (Bottom) and cushion of 200 mm.
- (8) The contractor, after sequence of linking, lifting, aligning and packing with his own tools, plants and equipment shall bring the track parameters in floating condition within the following tolerance limits:

Sr. No.	Parameters	Extent of Irregularities permitted
1	Gauge (to be measured on Each Sleeper)	Up to +/- 3mm
2	Twist on 3.6 Meter base (for arriving twist cross level on to be measured on each sleeper and twist to be calculated with respect to every 7 th sleeper.	Up to 2.78 mm per meter
	Unevenness on 3.6 meter chord	Up to 15mm
	Alignment on 7.2 meter chord	Up to 5mm
	Spacing of sleepers with respect to theoretical spacing	Up to +/- 20 mm
	Joints	Not Permitted
	a) Low Joints	Up to +/- 2 mm
	b) High Joints	Up to +/-10mm
	c) Squareness of joints on straight.	

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- (9) The track thus laid shall have speed potential of 45 Kmph. After this Railway's heavy on track tampers shall be made available for machine packing to achieve normal sectional speed.
- (10) Two packings shall be done by the contractor with Railway's heavy on track tampers. After the first tamping the track shall be made suitable for speed potential of 75 Kmph. The second tamping (final tamping) shall be done in design mode and the track shall be made suitable for maximum permissible sectional speed.
- (11) Profiling of ballast shall be done to achieve the ballast section as prescribed in IRPWM.

2.5.4 S & T WORKS:

- ~~(1) Provision of Route Setting Type centralized operation of points and signals with Electronic Interlocking at And..... Division of North Western Railway. Dual VDU to be provided at these two stations for operation of S&T gears through Electronic Interlocking.~~
- (2) Supply/Installation/wiring of Electronic Interlocking, Relays, Data loggers, integrated power Supply, Electric Point Machines, Colour light signals etc. from the RDSO approved manufacturers and testing of Panel Interlocking / Electronic Interlocking. To carry out Modifications related to suit Railway Electrification in the Indoor and Outdoor signaling gears e.g., D.C tracks circuits, MACLS, level crossing gates, Block Instruments etc.
- ~~(3) Provision of interlocking of level crossing gates located in station section along with commissioning of Electronic Interlocking /Panel Interlocking at various stations, wherever required.~~
- (4) Designing and documentation including completion documents of signaling drawings for indoor and outdoor work.
- (5) Removal of S&T infringements or shifting of signaling gears like LC gates, location boxes, signals, cables etc. and telecom gears like cables, EC post etc. to facilitate the progress of work.
- (6) Supply and installation of signaling equipment.
- (7) Supply and installation of integrated power supply equipment, location boxes and accessories, track circuit equipment, electric machines with ground connection data logger with networking etc.
- (8) Indoor work of erection of Relay rack, CT rack, wiring of relays, alterations in existing circuits and testing the system.
- (9) Outdoor work of trenching and laying of Signaling & Telecom cables, foundation for signals, location boxes, etc. wiring of location boxes, signal units, points machines, track circuits, axle counter jointing of signaling cables, earthing, RE protection, erection of electrical lifting barrier, painting and lettering of all outdoor gears, releasing of all outdoor gears.

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- (10) Testing of all indoor equipment for functional / operational requirements and all outdoor equipment of signals, points, track circuits, LC gates etc. and carrying out necessary adjustments and modifications in consultation with Engineer. Preparation of all documents related with testing and test reports.
- (11) Provision of OFC with quad cable for control, block, emergency, gate and administrative communication in section including supply and installation of OFC, Quad cable, emergency post, STM equipment, AD Mux equipment, control and gate equipment.
- (12) Provision of all control and communication equipment in the ASM rooms/ SP /SSP/Traction Sub Stations/ ADEE Office & residence/ SSE (TRD) office & residence and OHE-CUM-PSI Depot location along with associated telecom work.
- (13) RE Modification work: -
 - (a) Modifications in the existing outdoor signaling system e.g. provision of cutting in relays for external circuits, QTA2 track relays, 'B' type choke, QSPA1 relays, and extra batteries in the track circuits, wire/rod insulators in level crossing gates etc.
 - (b) Modifications in the existing indoor signaling system by providing AC immunized relays in place of non-ac immunized relays, making repeater relays wherever necessary to cater for extra contacts.
 - (c) Laying of Signaling cables at all stations for repeating relays i.e. cutting in relays.
 - (d) Earthing arrangements for entire signaling gadgets.
 - (e) Maintenance Free Earths for Electronic Interlocking, Axle counter, IPS etc.
 - (f) Provision of Metallic screen for signals protruding in the vicinity of traction contract wire.
 - (g) Provision of communication in the section including supply and installation of OFC, QUAD cable, emergency Post, STM equipment, AD Mux equipment and Control and gate equipment.

The above is not exhaustive list covering all the works to be done under this Tender. Major works only have been listed for guidance.

2.6. SOME SPECIAL STIPULATIONS/FEATURES:

Civil Work

- 2.6.1 While planning for the work of transportation of bridge construction materials to the bridge site., the finished formation of earth work in banks and cuttings with or without blanket layer should not be used for plying of trucks or other vehicles used for transportation. This restriction has specially been imposed to save the top surface of the formed formation from forming pits and ruts, which later are likely to accumulate water and pose problems for maintenance.
- 2.6.2 The mechanical means required to meet the stipulations mentioned in the above sub-para should be arranged by the Contractor.

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2.6.3 Railway land, if available and sparable, shall be provided for the purpose of stacking of material and setting up of concrete batching plant, etc. However, the Contractor shall be responsible for arranging any such requirement of land and arranging/developing any required approach to site of work, etc. at his own cost.

2.6.4 The Contractor shall be required to mobilize resources for taking up work at a number of locations simultaneously. A tentative scheduling of major activities is given at sub-clause 2.14 of this section for purpose of guidance only. The planning of resources may be done at least to meet these requirements.

Suitable/preferred type of soil for embankment is not available in close proximity of the proposed new line. The bidder may ascertain availability and lead/lift involved before quoting his rates.

Inspection of S&T Work

2.6.5 S &T work is required to be carried out in accordance with the IRS specification for RRI/PI (S/36/87) and conforming to RDSO Specifications No. RDSO/SPN/192/2005 for EI with latest amendments issued. The installation practices of all signaling gears should be as per the Signal Engg Manual Part I &II issued in September 2001 and to suit latest relevant correction slips. The work is required to be carried out in accordance with the RE manual for stations falling under 25 KV electrified traction. The execution is required to be carried as per standard specifications of RITES. However, specifications, drawings and other details mentioned in BOQ or in special conditions, wherever applicable will prevail over the standard specifications.

2.6.6 The Signal & Telecom material to be supplied by the contractor as per RDSO Specifications/ Drawings will have to be procured from approved firms appearing in PART-I list of RDSO and to be supplied duly inspected by RDSO. In case where no manufacturers are available in Part – I of approved list issued by RDSO, procurement may be done through the firms included in Part-II of approved list treating them as approved manufacturers as per board letter no. 77/RS(G)/779/17 dated 23.1.79 and 78/W3/SGB/1 dated 21.01.80.

2.6.7 The Signal & Telecom material to be supplied by the contractor as per TEC/DOT/BSNL specification will have to be procured from DOT/TEC approved firms. The inspection of such items will however be carried out by RDSO provided the value is more than value stipulated in inspection policy of RDSO.

2.6.8 In case the contractor is supplying imported equipment from approved manufacturer, then in addition to manufacturer's test certificate, such equipment shall be inspected by RDSO.

~~2.6.9 Signaling and Telecom items not inspected by RDSO/RITES for any reason will be inspected by the Engineer / Authorized Representatives of EE-SBU. In case of any difficulty in inspection, RVNL may decide the authority of inspection, either by any other Govt. agency or by consignee. Whenever materials are inspected by Authorized Representatives of the RVNL/Engineer, the contractor will be required to furnish his or manufacturer's Guarantee Certificate.~~

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- 2.6.10 The RITES shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship, or otherwise not in accordance with the Specification and the RITES's decision shall be final, even though they might have been inspected by RDSO/RITES. The contractor shall remove forthwith any such material rejected and replace them promptly at his own cost. Inspected and accepted material, if damaged during transit shall be replaced by the contractor free of cost prior to installation.
- 2.6.11 Inspection Charges of RDSO/RITES/Engineer will be borne by the Contractor as detailed in SCC/Section-3.
- 2.6.12 Items included in the list of items to be inspected by RDSO & RITES and are not inspected by RDSO/RITES Inspection Wing for any reason whatsoever and will be inspected by the Authorized Representatives of RITES. The following conditions will apply:
- (i) Material conforming to RDSO specification/drawing is procured from RDSO approved source.
 - (ii) Contractor shall submit Manufacturer's Guarantee Certificate for the material.
 - (iii) All such cases where change in agency of inspection other than mentioned in the schedule is required will be processed for specific approval of competent authority.

OHE work

- 2.6.13 The scope of work includes dismantling/modification the existing OHE either in part or in full wherever required, as well as the structures of OHE that may be required.

2.6.14 OHE on Bridge:

- (a) For supporting the OHE on the major bridges. The contractor shall provide special fabricated galvanised steel masts of suitable lengths to be erected on the bridge piers to maintain the required height of the OHE.
- (b) In case the length of the bridge is more than 1 Km and anti -creep needs to be provided in the tension length of OHE, no anchoring arrangement may be possible in case the bridge is designed with concrete slab, in such case load calculation for OHE tension anticipated on the masts of anti creep termination on the bridge piers shall be done by the contractor and submitted for the approval of the Engineer prior to the erection of mast and OHE.

2.6.15 (I) Design & Drawings:

- (i) The Contractor shall execute the work according to BOQ, Explanatory notes, specification, RDSO/CORE latest specification.
- (ii) The design of OHE span shall be for basic wind speed of 47-50 m/sec.
- (iii) The contractor shall furnish the details of soil test report for designs.
- (iv) Auto tensioning devices at Cross-overs, Turnouts, overlap type neutral sections and all other such locations having short tension lengths shall be provided with hexagonal tie-rods as per latest RDSO instructions.

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- (v) The Raised Register Arm Clamp and Parallel grooved Clamps conforming to following RDSO drawings (or as amended) shall only be used.
- (vi) Parallel Clamp (90/50) – RDSO drawing no. ETI/OHE/P/1040-3, Revision ‘B’
- (vii) Contact Wire Parallel Clamp (Part Small)-RDSO drawing no. ETI/OHE/P/1041-2, Revision ‘D’
- (viii) Parallel Clamp (150/160)-RDSO drawing no. ETI/OHE/P/1050-3, Revision ‘A’
- (ix) Parallel Clamp Part (150/105-150)-RDSO drawing No. ETI/OHE/P/1051-2, Revision ‘C’
- (x) Parallel Clamp Part (150/240) - RDSO drawing no. ETI/OHE/P/1530-1, Revision ‘C’.
- (xi) Porcelain and Composite insulators shall be tested as per latest RDSO instructions.
- (xii) As per RDSO circular no. TI/OHE/INS/GEN/13 dated 19.6.2013 composite insulators of 1050mm CD shall be used in stone pelting areas only with the approval of Railway. Approx. 5% assemblies in the section are likely to be provided with Composite insulators while remaining brackets shall be provided with Porcelain insulators. 9 Ton composite Insulators shall be provided as per directives of Railway.
- (xiii) Anti-falling arrangement for Auto Tensioning devices shall be provided as per RDSO drawing no. TI / DRG / OHE / ATD / RDSO / 00009 / 05 / 0 or as amended.
- (xiv) Any calculations, designs, drawings, schedules information, data, progress charts etc. required by the Engineer in connection with the contract, shall be furnished by the contractor at his own expenses. The contractor will not be required to furnish drawings, designs and calculations etc. for basic designs and employment schedule in case no modification / deviation is proposed by the contractor for particular basic design / employment schedule. In case of new developments in designs, comments on Research Designs and Standards Organization (hereinafter called RDSO) basic drawings / designs / employment schedules, will be submitted by the contractor to the Engineer. If the RDSO’s / CORE drawings / designs / equipment are not revised, contractor need not submit drawings / designs / employment schedules to the Engineer. In the event of the contractor suggesting any alternation / deviation in standard drawing, he shall submit the retraced drawings with full clarifications and justifications of the change to the Engineer. The Engineer, if convinced of the need of the alteration, shall approach RDSO / RITES for necessary approval.
- (xv) The contractor shall be solely responsible for the correctness of the positions, levels and dimensions of the works according to approved drawings, notwithstanding that he may have been assisted by the Engineer or his men in setting out the same.

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- (xvi) If any dimension figured upon a drawing differs from that obtained by scaling the drawings the figured dimension should be normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Engineer and the discrepancy set right before execution.
- (xvii) All designs and drawings submitted by the contractor shall be based on a thorough study and shall be such that the contractor is satisfied about their suitability. The Engineer's approval will be based on these considerations. Notwithstanding approval communicated by the Engineer, during the progress of the contract for designs and drawings prototype samples of components, materials, and equipment after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall rest with the contractor or unless the Engineer insists on adoption of his own designs in spite of the contractor not being agreeable to it.
- (xviii) The contractor shall be responsible for and shall bear and pay the costs for any alteration or works arising from any discrepancies, errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the Engineer or not.
- (xix) The Tower Wagon siding shall be provided with pit line and covered shed suitable for 8 wheeler Tower Wagon as per latest guidelines of railway Board.
- (xx) The contractor is forbidden to use any patents or registered drawings, process or patterns in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trademark, except where these are specified by the Engineer himself. Royalty, where payable, for the use of the patented processes, registered drawings or patterns shall be borne exclusively by the contractor. The contractor shall advise the Engineer of any proprietary rights that may exist on such process's drawings or patterns, which he may use of his own accord.
- (xxi) In the case of patents taken 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 Engineer 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 in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Engineer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature, which he may suffer e.g., in the case of attachment because of counterfeiting.
- (xxii) Indemnification by contractor: In the event of any claim of demand being made or action being brought against the Engineer for infringement of patent in respect of any equipment, machine, plant, work or thing used or supplied by the contractor under this contract or in respect of any method of using or working by the Engineer of such equipment machine, plant, work or thing, the contractor shall indemnify the Engineer and keep him indemnified and harmless against all claims, costs, charges and expenses

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arising from or incurred by reason of such claim provided that the Engineer shall notify the contractor immediately and claim is made and that the contractor shall be at liberty, if he so desired with the assistance of the Engineer if required but at the contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise therefore and PROVIDED THAT no such equipment, machine, plant, work or thing, shall be used by the Engineer for any purpose or in any manner other than that for which they have been supplied by the contractor and specified under this contract.

- (xxiii) Minimum 120 m distance shall be available between stop signals and centre line of insulated overlaps.
- (xxiv) Separate DJ Close boards shall be provided for MEMU / EMU.
- (xxv) Modified protection screen shall be provided at all FOBs/ROBs.(ETI/C/0068 (07/09) Rev H.
- (xxvi) Catenary wire shall be used in place of GI Wire for Anti creep locations in polluted areas. (Ref ETI/OHE/G/02111 Rev A Dt 23.10.12).
- (xxvii) Double eye distance rod shall be used as per RDSO drg TI/MI/0008 Rev 0.
- (xxviii) Soft copies along with Hard copies of all drawings shall be submitted.
- (xxix) Data transfer rate of SCADA should be 9600bps. (TI/IN/022(02/10).
- (xxx) Forged OHE fittings shall be used for Register arm hook, Drop Bracket, Steady arm hook, Stay Sleeve, Register Arm Eye, Steady Arm Clamp, Mast fittings for Hook Insulators, Mast BRACKET Swivel, 9 T Turn Buckle, 9 T Clevis, 18mm Single Clevis & Clevis and Eye.

2.6.15 (II) Contractor's Obligations:

- (i) It is obligatory on the part of the contractor to establish an office at station(s) to be advised by Engineer, for planning, design and for expeditious finalization of particular designs and working drawings. The office should be headed by a qualified Engineer whose credentials shall be approved by the Engineer. In addition, the contractor will have to establish field-construction offices at convenient and approved locations for co-ordination and progressing of field.
- (ii) In addition to the establishment of an office, the contractor shall set up at least one depot for receiving and storing steel work and other materials and establish a workshop for small fabrication and assembly work, if necessary. The location of contractor's depot will be mutually agreed upon by the Engineer and the contractor. The depot shall as far as possible be located such as to be accessible by road. Subject to availability, the Employer shall offer open space for storage of materials, inside the railway premises at the site. In case the Employer is not in a position to provide the space, the contractor has to make his own arrangement at his cost.
- (iii) In case the depot is provided by the Employer, the Contractor shall hand over the same, cleared of all contractors' stores or refuge, within a period of

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28 days from completion of work, unless otherwise agreed to by the Engineer,

- (iv) If for reasons of urgency, the work may have to be executed at night also for which lighting arrangements shall be made by contractor at his own cost.

2.6.15(III) Power & Traffic Block:

- (i) Track occupants may be granted at time during day and night to suit convenience of traffic operations and will ordinarily be granted over a distance covered by one or two consecutive block sections. Work trains will normally be allowed to take advantage of block shadows. Normally the total durations of block on any section will be max. Of 1.5 to 2.5 hours in a day for all the tracks in the section taken together, the total of blocks on any track being limited to 1 or 2 hours in a day. Block provided may be utilized for one or more work trains or track lorries or ladder trolleys to suit convenience of work.
- (ii) Blocks will not ordinarily be given for laying the feeders except where crossing of track is involved, which will have to be laid manually in general.
- (iii) In case a portion of the work is carried out during power block. 100% more will be paid over and above the accepted erection rate of relevant item on certification by engineer. In case duration of power block granted is more than 4 hours, no extra charge over and above erection rates will be payable.
- (iv) Any Traffic/power blocks, temporary speed restrictions and caution orders required in connection with execution of works by the contractor shall be got sanctioned from railway Authorities well in advance through the Engineer. The Railways may sanction the same for specific site within the overall recovery time available time in the Railway Timetable. The contractor shall have to schedule his programme according to the convenience of the Railways. No claim from the contractor for any delay/inconvenience/loss on this account shall be entertained by the Employer/Engineer.
- (v) The contractor shall undertake the work involving Railway track, Railway Electrification installations in co- ordination with the Engineer and railways in accordance with the program of work. Where traffic / power blocks are involved, the Contractor shall ensure that interruption to Railway operations, if any, is kept to the bare minimum level.
- (vi) In addition to work trains the contractor may use light ladder trolleys on tracks for carrying out installation of dropper and adjustment of traction overhead equipment. The ladder trolleys shall not weigh more than 200kg and should be capable of being removed from the track easily and quickly. The detailed drawing of these should be submitted within 3 month from the date of issue of letter of intent / acceptance of tender to enable the purchaser to obtain approval from the competent authorities for the use of such trolleys on track, if required.

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- (vii) In order to minimize blocking the track for work, material trains, the contractor shall consider the working conditions on the section and assess use of alternative method of construction on a part or whole of the work. He should submit clear proposal along with financial implication if any to the purchaser for such special method of saving of blocks that could be obtained along with reduction / redundancy of the facilities being provided by the Railway / RITES
- (viii) The protection required for block working i.e., flagmen, flags etc. shall be provide by the contractor. Competency for the above shall, however, be given by the Railway authority. Protection of track by banner flags etc. shall be done in accordance with General Rules of Indian Railway and Subsidiary Rules of the concerned zonal Railway where work is being carried out.

2.6.15 (IV) Execution:

- (a)
 - (i) Contractor shall give requirement of Rolling stock i.e., coaches & wagons (BFRs/BRNs), Diesel locomotives & tower wagons to RITES/Railways at least (02 Weeks) in advance.
 - (ii) Fuel & lubricants for Tower Wagon will be arranged by contractor itself.
 - (iii) Also, crane along with the operator will be arranged by contractor along with fuel & lubricants.
 - (iv) All fuel & lubricant shall be purchased by the contractor from Authorized pumps.
 - (v) Wiring deck coach will be constructed by the contractor on GS coach supplied by railway for wiring in section.
 - (vi) Rolling stocks i.e., coaches & wagons (BFRs/BRNs), Diesel locomotives & Tower wagons will be given by Railways in good working conditions along with operator.
 - (vii) Charges of Machinery & Equipment supplied to the contractor will be as per table given in Clause 41 para "I" of SCC/Section-3/Tender documents.
- (b)
 - (i) The cost of maintenance / repair of machine's/equipment's/vehicles supplied to the contractor as per Clause 41 para "I" of SCC/Section-3/Tender documents damaged during working shall be borne by the contractor.
 - (ii) Consumable items for TW, Rail Crane, maintenance consumable like filters, hydraulic pipes, pneumatic pipe, air filter shall be procured from OEM and charges for the same shall be borne by the contractor.

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- (iii) On the request of contractor, RITES's Representative shall decide where the particular type of M&P shall be made available for use in the activities related to the work.
 - (iv) All fuel & lubricant (POL) required for operation of all plant and machinery shall be arranged by the contractor at his own cost.
 - (v) The necessary modification to the coach/wagon(s) will be done by the contractor at their cost, to suit the requirement of work. The deck coach, reel wagon and mast erection coach(es) will be returned by the contractor to the employer in modified condition after completion of the works.
- (c) Contractor shall try to transport the material to the section by road, however, where this is not possible, RITES will co-ordinate with NWR for transport of material by use of EMT on payment basis. However, contractor shall pay requisite charges of EMT etc. and arrange loading & unloading at his own cost.
- (d) The work has to be executed in close coordination with other contractors who may be working on this section.
- (e) In case of theft / breakdown, the contractor shall restore the traffic in minimum possible time. Failure to do so shall attract suitable penalty.
- (f) At stations, the Employer / Engineer after the inspection of OHE and satisfying himself shall permit the contractor to make proper isolation to electrically charge the line at 2.2 KV. The contractor shall protect the erected OHE from thefts and damages at his own cost.
- (g) The Contractor shall liaise with the Engineer to finalize the procedure for taking over of the whole or part of the section and for disposal of the released materials. If the OHE work involves modifications / alterations to the existing installations, a detailed foot by foot inspection of the proposed section shall be carried out jointly by the representative of the contractor, Railway Engineer, and a record of inventory of existing material shall be made.
- (h) Engineer may require additional installations or modifications to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming within the purview of the contract has been put into commercial service. Further it may be necessary and expedient to energize Over Head Equipment, which has been completed and finally adjusted in portions in Yards. This will necessitate erection of new equipment in the vicinity of or joining energized equipment. In case the prices for such additional works or modifications are not covered by the schedule of prices and are such that either party considers additional prices for such works justified, such additional works or modification shall be carried out, only after the additional prices proposed by the contractor are accepted by the Engineer. In case additional installations or modifications are required to be carried out under this Para, the Engineer shall grant a reasonable extension of time, should it be necessary.
- (i)

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- (i) The erection of all equipment according to the specifications will be done by the contractor at his cost. For this purpose, the Contractor shall employ a competent engineer to supervise the erection of the equipment and the carrying out of the works at all stages. The said representative shall be present at site during working hours and any written orders or instructions which the Engineer may give to the said representative of the contractor shall be deemed to have been duly given or communicated to the contractor.
 - (ii) In case of portion of work is carried out manually, 50% more will be paid over and above the accepted erection rate of relevant item. In such case, the contractor shall make his own arrangement for transporting the material to site. The manual erection charges referred above shall include the cost of labour for transportation, loading and unloading and of material at site, overhead charges, taxes etc.
 - (iii) The Contractor or his representative will accompany the Engineer on Inspection or proceed to their offices whenever called upon to do so.
 - (iv) The contractor's representatives shall give the necessary direction to his workmen and ensure that they execute their work in sound and proper manner. He shall employ only such supervisors, workmen and laborers for the execution of any of the works as are careful and skilled in their respective trades and callings. If and whenever required by the engineer, the contractor shall submit a correct return showing the names of all personnel employed by him for the contract. In the event of the Engineer being of the opinion that the contractor is not employing a sufficient number of competent staff as is necessary for the proper execution of works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect take on the additional number of staff as advised by the Employers Engineer.
- (j)
- (i) Access to the site for the purpose of this contract shall be afforded to the contractor by the Engineer, at all times. In the execution of the work, no person other than the contractor or his duly appointed representative and bona fide workmen shall have access to the site of work. Access to the site of work, at all time, shall be allowed by the contractor to officials or approved representative of the Engineer or to Railway staff for purpose of maintenance.
 - (ii) The Engineer shall have the right to refuse admission to the work site of any person employed by the contractor whom the Engineer may consider undesirable.
 - (iii) In this context, sub clause 36 of GCC for removal of contractor's staff in case of specific reasons stated by the Employer / Engineer may also be noted. The Engineer will not be liable to pay any cost or damage on this account.
 - (iv) The contractor shall strictly adhere to the Quality Assurance Plan issued by Engineer / RITES.

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- (k) Trimming / Cutting of trees shall be as per Rly Bd letter no. 2008/Elect (G) /161/8 Vol II dated 05.9.2012.
- (l) Splices in Large Span wires shall be avoided. (Rly Bd letter no. 2008 / Elect (G) /161/8 Vol II dated 26.9.2012.
- (m) Insulated catenary shall be provided under all FOBs/ROBS. (TI/MI/0036 (09/09) Rev 0)
- (n) Long Cross type G jumpers shall be provided on parallel run side of Cross overs / Turn Outs as per RDSO drawing.
- (o) Projection of RT at Pull-off locations shall be as per RDSO drawing no. ETI/OHE/G/02106 Rev C
- (p) Gap between Mast fitting for hook insulator and top of mast should be as per drg no. RE/33/G/000141

2.6.16 Procurement of materials

Procurement of Track, S&T and Electrical Items has to be planned by the contractor in consultation with the Engineer and procurement plan shall be got approved from the Employer before placing any orders for such materials.

Procurement Plan should be prepared in such a manner that those materials which have a shelf life such as rubber pads etc may be procured in a staggered manner so that the materials are used before its properties get modified with age. The procurement of materials shall be planned as per the milestone/key activities specified in pursuance to GCC clause 8.3. If the material/product does not remain of required specifications at the time of its actual use, the same will be replaced by the contractor with materials conforming to Specifications at his own cost.

The procurement of materials for the works by the contractor shall also be subject to the following:

- (i) Procurement Schedule:

Sr. No.	Items	Schedule
1.	Supply of Items under S&T BOQ	The procurement process should commence after GGM/GM/AGM in-charge of S&T portion of the work, in consultation with the CPM in-charge, approves the program of procurement proposed by the contractor such that materials proposed for procurement are expected to be installed within a year of receipt. However, to facilitate formation work, Cables, Wires Location Boxes, Terminals, Level Crossings and other associated items required for replacement/shifting of existing cables/location box/level crossing etc to the extent of 20% of BOQ quantity or higher quantity may be procured at the beginning with the approval of CPM/GM/GGM of the department.
2.	Supply of Items under	Since design and drawing for the work is part of the Electrical BOQ, normally, the contractor would place his procurement

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	Electrical BOQ	plan as per the drawing & design prepared by him. However, procurement process for cables and other related materials generally up to 20% or otherwise approved by CPM/GM/GGM in charge of Electrical works in consultation with the CPM in- charge, of items to facilitate shifting of Electrical utilities/ modifications should commence at the start. Thereafter, the materials may be procured as per approved plans/drawings. The materials to be procured should be expected to be installed within a year of receipt.
3.	Supply of P. Items under Civil BOQ	Procurement process should commence after CPM approves the program for procurement of materials proposed by the contractor such that they are expected to be installed within a year of receipt. However, as the formation work starts, some materials in connection with extension/shifting of lifting barriers and other structures at Level Crossings may be required for replacement/shifting of existing cables/location box etc Therefore, such items should be processed for procurement at the beginning and other items as per above para.
4.		The contractor would make out a list of items for which procurement process to be initiated indicating the expected time of arrival at site and installation as per the period indicated above. The concerned GM/Elect and GM/S&T would approve the programme in consultation with the CPM in-charge.

- (ii) Based on the above Schedule, the contractor shall prepare a BOQ Schedule/ Bill-wise procurement plan and submit a statement in the following format at the time of each installment of procurement:

Procurement Plan-Installment No-				
BOQ Item No				
Item No	Description	BOQ Quantity	Quantity Planned for Procurement	Justification for placing order for procurement (lead, likely month of execution/installation)

Certified that all efforts have been taken to ensure that the quantity of materials being planned for procurement is as per the BOQ and as per the requirement at the site based on approved drawings and commensurate with the progress of work.

Contractor

The requirement planned is commensurate with the progress of work and as per approved drawing/ design.

Engineer/PMC

Approved
CPM/GM

While submitting the 1st stage payment of the materials, a copy of the above approval certificate should accompany the bill/IPC.

- (iii) **Reconciliation of materials after each milestone is reached:** For procurement of materials in 2nd or subsequent installment(s), the contractor shall enclose along with his proposal in format prescribed above, a review statement of consumption already made or likely to be made in respect of materials already procured in the following format:

Review of the materials procured up to Previous Installment:

Review of material procured up to previous Installment						
BOQ Item No.						
Item No	Description	BOQ Quantity	Quantity Planned up to previous Installment	Quantity Consumed/ Installed	Balance Quantity	Remark

2.7. CODES & SPECIFICATIONS:

The works shall be carried out as per BOQ, Explanatory Notes, GCC, SCC, Drawings, RDSO/CORE specifications, specification mentioned in Tender. Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished and work performed or tested the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Engineer's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer's approval. In the event the Engineer determines that such

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proposed deviations do not ensure equal or higher quality, the Contractor shall comply with the standards specified in the documents.

All goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

The decision of Engineer shall be final and binding in the interpretation of the clause of the codes of practice and specifications of this tender and no claim whatsoever shall be entertained on this account from the Contractor.

2.8. SURVEY AND FIXING WORKING BENCHMARKS AND ALIGNMENT MARKERS:

2.8.1 The work of conducting survey and fixing prominent and hard bench marks and alignment markers/reference pillars before the start of any work on this tender is included in the works covered by the present Tender.

2.9. BENCHMARKS: (AS APPLICABLE):

2.9.1. All along the length of the proposed double line benchmarks have been set up by the Employer at intervals of about a kilometer. The details of these benchmarks along with their reduced levels have been marked on the design drawings indicating the plan and 'L' section which form a part of the tender. The contractor along with the Engineer should verify the details of these benchmarks in the first instance, soon after taking possession of the site. If any mistakes are detected in these details of these bench marks the same should be indicated to the Engineer. The mistakes detected should be corrected in consultation with the Engineer. These corrections should be got approved by the Engineer before starting of any other work.

2.9.2. The contractor shall then in presence of the Engineer establish working benchmarks at short intervals, adequately connecting them to the reference benchmarks set up by the Employer in the Project length. The working benchmark levels should be got approved from the Engineer. An up-to-date record of all benchmarks including approved corrections if any, shall be maintained by the contractor and also the Engineer.

2.9.3. All levels taken for making out the longitudinal section and cross section should be related only to these working benchmarks.

2.9.4. While doing the abovementioned work, the fact that similar work will have to be done once again on the completed earth work in formation for fixing up the longitudinal levels of the installed P. Way should be kept in view.

2.10. ALIGNMENT (AS APPLICABLE):

2.10.1. All along the length of the proposed double line at a intervals of about half a kilometer, alignment reference pillars have been set up the Employer; in addition five reference pillars have been erected for each of the curves to indicate the start & end of the overall length of the curve and its circular portion and apex, by the Employer. In the design drawings showing the plan and 'L' section, which forms part of the tender, the co-ordinates for these pillars have also been given. This has been done to facilitate setting of the alignment of the proposed line. The contractor

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along with the Engineer should verify the details of these alignment pillars, soon after taking possession of the site. If any mistakes are detected in these details, the same should be indicated to the Engineer before starting any other work. These detected mistakes should be corrected by the Contractor in consultation with the Engineer. These corrections should be got approved from the Engineer.

2.10.2. The contractor shall then in presence of the Engineer establish working alignment reference markers at shorter intervals, adequately connecting them to the reference pillars set up by the Employer in the Project length. The location of these subsidiary alignment markers should be got approved from the Engineer. An up-to-date record of all alignment pillars, and corrections, if any done, shall be maintained by the contractor and also the Engineer.

2.10.3. The alignment for the double line should be related only to these working benchmarks.

2.10.4. While doing the above-mentioned work, the fact that similar work will have to be done once again on the completed earth work in formation for fixing up the alignment of the installed P. Way should be kept in view.

2.10.5. After the formation has been constructed, the centre line of track both in Block Sections and Yards should be re-fixed taking guidance from already set up alignment references. Similarly, the rail levels of track both in the block sections and the yards should also be fixed with reference markers. These will be used for installation of track.

2.11. RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING WORKING BENCHMARKS AND ALIGNMENT MARKERS:

2.11.1. The Engineer, when necessary, will provide the contractor with the data necessary for setting out of the centerline. All dimensions and levels shown on the drawing or mentioned in the documents forming part of or issued under the contract shall be verified by the contractor on the site; he shall immediately inform the Engineer of any apparent errors or discrepancies noticed in such dimensions or levels. In consultation with the Engineer, the noticed mistakes should be corrected. These corrections should have the approval of the Engineer.

2.11.2. The contractor will be entirely responsible for accurate setting out of the works and safeguarding all survey monuments, benchmarks, alignment references etc. The work of setting out shall be deemed to be a part of the general works preparatory to the execution of work and no separate payment shall be made for the same.

2.11.3. The abovementioned points have been repeated in the respective sections dealing with specifications for different works for laying emphasis on these items.

2.11.4. The contractor will be entirely responsible for accurate setting out of the works and safeguarding all survey monuments, benchmarks, alignment references etc. The work of setting out shall be deemed to be a part of the general works preparatory to the execution of work and no separate payment shall be made for the same.

2.12. ISSUE OF MATERIALS BY EMPLOYER (AS APPLICABLE):

2.12.1. All rails required for track linking in block sections, yards, including loops, rails required for use as Guard Rails on bridges, Check rails at Level Crossings and for

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- manufacture of Turnouts, Switch Expansion Joints, Derailing Switches, emergency post and Glued Insulated Rail Joints will be issued, free of cost, by the Employer within the Project area.
- 2.12.2. The employer will also issue thick web switches, weldable crossings and line sleepers free of cost within the project area. All other materials required for completion of works shall be supplied by the Contractor. The transportation required within the project area to the actual site of laying will be paid only once as per relevant BOQ items for rails required for laying in track, line sleepers, thick web switches and weldable crossings. However, the cost of transportation of rails being issued for manufacture of items like turn outs, SEJs, glued joints, guard rails etc. from project area to workshop and manufactured items to the site of laying has to be borne by the Contractor which is deemed to be included in his rates.”
- 2.12.3. The rails and other materials to be issued by the Employer to Contractor will be handed over at any convenient locations within Railway Land in the contract section. The contractor should collect the same from these locations and transport them to the work site as found necessary. He shall use only mechanical means for handling of rails during all stages of work to avoid any damages to the rails. Leading will be paid separately as per relevant item of BOQ.
- 2.12.4. Normally rails supplied by the Employer will be in nominal lengths of 13m / 26m. However, rails of short lengths may also be supplied. The quantity of rails issued to the contractor will be reckoned on the basis of weight obtained as a product of length measured up to centimeter and sectional weight as per standard weight.
- 2.12.5. If the new rails required for manufacture of turnouts (including lead rails and check rails), Switch Expansion Joints, Derailing Switches and Insulated Rail Joints, given by the Employer free of cost require Ultrasonic Testing, the Contractor should arrange for the same.
- 2.12.6. The Contractor will be permitted to use the rails issued to him as per Sub para 2.12.1 as service rails for a maximum length of 2 km. free of cost for carrying out Mechanized track laying by using any approved method. However, the Contractor should ensure that these service rails are not damaged and plan to use them ultimately in the permanent works.
- 2.12.7. Payment for transportation of rails from the place of issue to the final place of laying will be made only once as per the relevant item of BOQ, irrespective of the method of welding and linking proposed to be adopted by the contractor involving multiple handlings etc.
- 2.12.8. Payment for track linking will be made only for the actual length of rails forming part of permanent assets. No payment will be made for any temporary tracks or auxiliary track laid for convenience for execution of works, any other temporary arrangements or multiple handling of track materials and components.
- 2.12.9. **Accountable of Rails:** The contractor shall exercise utmost caution while planning welding and track linking works to minimize wastage of rails issued to him. In case it becomes necessary to cut ends of new rails either to bring them to the straightness and twist tolerances specified or for squaring of rails for making equal length panels at the time of welding, then the Contractor shall obtain the specific

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approval from the Engineer or his representative for such cuttings on a case-by-case basis.

- 2.12.10. The contractor shall return all left-over rails including cut pieces to the Engineer at the end of work, duly accounting for them.
- 2.12.11. The length of rails to be returned by the Contractor will be in linear measurements, section-wise after reconciling the total quantity of rails used for the permanent works.
- 2.12.12. The length of rails to be returned by the Contractor will be computed by deducting from the total weight of rails issued, section-wise, the total weight of rails used for permanent works and the weight of rails including cut pieces, returned section wise. While computing, the total weight of rails used for the permanent works, due allowance for shortening of the rails for Flash Butt Weld joints and increase in the length for AT Welds, forming part of the permanent work as per yard sticks (24 mm for Flash Butt Weld and 25 mm for AT Weld) will be allowed.
- 2.12.13. No allowance will be given for either the lengths or part of the sections of rails lost in the manufacturing process. Only cut rail lengths of full rail sections, resulting from the manufacturing operations should be returned by the Contractor. Computation of weight of rails will be as indicated before.”

2.13. RAIL GRINDING AND CUTTING:

If the ends of the rails are not square, the contractor shall make them square by grinding by mechanical means, but no separate payment will be made for such incidental works. If the ends of the rails are bent or twisted, the contractor shall carry out end cropping and payment will be made for cutting of rail under relevant item in the BOQ.

2.14. BALLAST:

The contractor before starting the work of running out of ballast on to the formation, shall inspect the general condition of top surface of formation in embankment and cuttings. Wherever the formation is not satisfactory for running out ballast, he shall specifically bring the matter to the notice of Engineer in writing, who after inspecting the site will decide the locations requiring attention by the Contractor.

2.15. UNDULATIONS IN FORMATION:

Wherever, the undulations in formation are less than 100mm, the contractor, with prior permission of the Engineer, shall dress up and level the top surface duly cutting the excess materials from the humps, filling the depressions with approved blanketing material and compact the surface preferably with a vibratory roller or a minimum of 8/10 tonne road roller to give plain surface with the requisite camber, level and super elevation. As the cost of the rectification work is already deemed to be included in the quoted rates. No separate payment will be made for this item to the contractor.

2.16. DEVIATION IN LEVELS

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Wherever the deviation in levels is more than 100mm, the contractor, with prior permission of the Engineer, shall bring the top of formation to correct levels, grades, camber, super-elevation as per Plan and L section by filling the depressions with blanketing material and cutting the excess spots. As the cost of the rectification work is already deemed to be included in the quoted rates. No separate payment will be made for this item to the contractor.

2.17. ELASTIC RAIL CLIPS:

Wherever Elastic Rail Clips in existing track proposed for dismantling are found jammed, the contractor shall remove the same by heating or by any other approved method, without causing damage to the sleepers, as per the directions of the Engineer. The rates quoted by the contractor shall cover all such incidental works for which no additional payment will be made.

2.18. FINISHED FORMATION:

After dumping and spreading the initial layer of ballast over the finished formation, the contractor shall compact the same to 200mm by using a vibratory compactor to give a uniform and even ballast surface. The rates quoted by the contractor shall cover this item of work for which no additional payment will be made.

2.19. RAIL FITTINGS:

The rates quoted by the contractor for supply of items like turnouts, SEJs, glued joints, fittings, fastenings etc. forming part of permanent asset shall be deemed to be included in the cost of supply and transportation to the location of final laying, including storage, watch and ward, multiple handlings, thefts, damages etc., Only the actual quantity of materials forming part of permanent assets will only be considered for payment.

2.20. TURNOUTS:

The rates quoted by the contractor for supply of items like turnouts, derailing switches, SEJs, check rails for turn outs, glued joints etc. shall include the cost of rails also (except lead rails for turn outs).

2.21. DELETED.

2.22. RAIL TESTING:

In the case of items under contractor supply like SEJs, turnouts, derailing switches, glued joints etc. where rails are machined or used for fabrication, the contractor shall arrange rails of suitable quality and arrange for their ultrasonic testing, at his own cost and the rates quoted by him for respective items shall include the cost of rails and their testing.

2.23. INTERFACING AND INTEGRATION OF WORKS:

~~2.23.1. As a part of provision for RE works between UDZ-HMT the work of providing road bed viz., earthwork & bridges, facilities like construction of station buildings, quarters, platforms, cover over platforms, foot over bridges, water supply, Signaling, electrification and installation of track works are being executed by one other Agency. This has to be kept in view.~~

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- 2.23.2. Land is available throughout the section for carrying out the works. However, if additional land is required in yards/mid-section, necessary arrangements will be made for acquiring the land without affecting the progress of work.
- 2.23.3. The site for collection of materials like ballast, P Way fittings etc., is readily available. In case the Contractor chooses to collect the above said material on the other side of existing track, due care, as defined before, shall be taken while carting these materials on to the formation for double line with due consent of railway. In any case, no additional payment will be made for either crossing of tracks or for extra arrangements to ensure safety while crossing the tracks for carting materials.
- 2.23.4. The contractor shall take full responsibility in terms of organizing, managing, coordinating and administrating the interfacing of all components of works including all issues related to and arising out of such tasks and responsibility. The contractor shall interface with all concerned authorities and other contractors as required to complete the work satisfactorily within the stipulated period.
- 2.23.5. Under consideration and application of the above clause, the contractor shall and has also the obligation to liaise with the other contractors and Authorities to obtain all necessary technical information, all necessary information concerning organization of works, coordinating the works etc. which are necessary to assess, mitigate, take care of contractual obligations, risks, liabilities and whatsoever arising out of interfacing, engineering issues, organization of the works etc. The employer/engineer shall not be held liable in any way, throughout the preparation of the offer and/or execution of the works and/or maintenance period and/or defects liability period for any omissions, misunderstanding, negligence etc. arising out of interfacing, coordinating, organizing etc. of the works. The employer will not entertain any claim arising out of misunderstanding, miscommunication, omission, withholding of necessary/required information or whatsoever between the concerned contractors/Authorities concerning interfacing, organizing etc. of works. In case of any claim arising from any of the contractors, as aforesaid, referring to interfacing and/or interfacing related issues, the Employer will hold the concerned contractors liable for not taking care of their contractual obligation concerning interfacing, organizing, co-ordination etc. of the related works.
- 2.23.6. It is the intention of the Employer that the overall interfacing, planning, scheduling, logistic administration inclusive of necessary logistic planning and all tasks that are necessary to guarantee proper co-ordination and proper interfacing of all activities during the complete execution of the works, is clearly understood and agreed to. Integrated programme shall set out in detail how the different contractors will work together in execution of the works. It shall also spell out the overall interfacing, planning, scheduling, logistic administration inclusive of necessary logistic planning and all tasks that are necessary to guarantee proper co-ordination and proper interfacing of the different activities by various agencies during the execution of the works. A master schedule incorporating the milestone of works completion by each contractor shall be included in the integrated programme to demonstrate the capability of all parties involved in the completion of the works. The essence of the integrated programme shall be that the contractors have both overall responsibility for the completeness and the timeliness of all the works and quality of the contractual works within the agreed time frame. Allowance need to

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be made by the contractors in their resources and pricing to ensure that proper co-ordination of the various items is incorporated in their contract.

- 2.23.7. Needless to say that commissioning of this double line project requires close coordination among various agencies executing the works in this section, Engineer, Employer and the Railway authorities. The contractor shall therefore plan all his works requiring interfacing, like works in mid-section, station yards, with other agencies, meticulously, in consultation and coordination with all concerned parties, in advance, for expeditious execution, without causing any delay either to his works or those of others.
- 2.23.8. The contractor shall strictly adhere to the work plan made for works requiring interfacing. Any delay either on his part or on the part of other agencies and other bottlenecks that could affect the pace of works shall be informed to the Engineer in time so as to enable him to take corrective steps.
- 2.23.9. If, in the opinion of Engineer, any delay in execution of any part of the Project requiring interfacing is attributable to the failures of the contractor to take adequate steps for smooth execution of such works, then the Engineer shall have the right to take necessary steps to organize and streamline such works, including excluding the requisite portion of work from the scope of the Contractor and getting the same executed by other agencies, at the risk and cost of the contractor.
- 2.23.10. Damages to property: The contractor shall organize all his activities so as not to cause any damage to the property of Railway or that of other agencies or any third party. In spite of taking all precautions, in the unfortunate event of any damage to the property, then the contractor shall not only indemnify the Employer of the claims made by the affected parties but also settle the matters with the affected parties as per law. If the nature of damage is one of that affecting the train movements or causing a safety hazard to the public, then the situation will be treated as an emergency and the Engineer reserves the right to take all necessary steps as deemed necessary to restore train operations or to remove the hazardous situation or to mitigate the damage, at the risk and cost of the contractor.

2.24. SURVEY EQUIPMENT:

The contractor should provide the survey equipment and other accessories as per the instructions of Engineer as and when required. He should also provide all necessary help as required by the Engineer for checking the works, whenever required.

2.25. POWER LINE CROSSINGS:

The Contractor shall co-ordinate with the concerned State Electricity Authorities for carrying out all modifications to the power line crossings and strictly adhere to the Schedules of power shut down while executing the works. The Contractor shall hand over all released materials arising out of modifications to power line crossings to the respective Authorities and no separate payment will be made for loading, leading, transporting etc. The entire work shall be planned in advance and submitted to the Engineer for approval. The Contractor shall provide adequate resources as per the approved plan to complete the work as per program.

2.26. POWER SUPPLY:

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All power requirements for execution of works shall be arranged by the Contractor from his own resources. Subject to availability of power, the Employer/Engineer will recommend to the Railway Authorities for providing power connection. The Contractor shall bear the cost of installation and payment of necessary charges for providing such power connections as per the Terms and Conditions of the Railway.

**3. SITE FACILITIES FOR THE EMPLOYER AND THE ENGINEER:
(Reference Clause 46.10 of GCC& Schedule A to F)**

3.1. GENERAL:

~~The Contractor shall provide for the use of the Employer / Engineer office accommodation, equipment, communication & drawing facilities throughout the course of the work and for such period of time during the defect liability period as the employer & Engineer may require, the details of the accommodation & the other facilities are detailed below: All the facilities under this clause will continue to be maintained by the Contractor free of cost till the defect liability period is over. Thereafter the Contractor shall dismantle the building and take away all the materials, office furniture, & equipment etc which will be the property of the Contractor. The provisions of the site facilities will be paid for separately/as per BOQ schedule.~~

3.2. SITE OFFICES

~~3.2.1 Accommodation for the Employer / Engineer shall consist of one site office to be constructed by the Contractor at a place decided by the Employer, within Two months from the date of commencement of the works. In case of delay beyond Two months in provision of the accommodation either through construction or hire, penalty @ Rs 10,000/ Per week or part thereof will be imposed."~~

~~3.2.2 The site office should remain open for 24 hours a day and 7 days a week i.e. round the clock till the defect liability period is over.~~

~~3.2.3 Each Site Office will provide for the following rooms:~~

SITE OFFICE for Engineer/Employer to be constructed by Contractor	Area required (SqM)
Chief Project Manager of RITES @16 SqM each for One No.	16
Other Officers of RITES i.e., Manager & above @10 SqM each for One Nos.	10
Other Officers of RITES @5 SqM each for Three Nos.	15
Project Manager of PMC	16
Resident Engineer @ 10 sqmt each for 3 Nos	30
Experts/Supervisor @ 5 SqM each For Threenos	15
Office staff of RITES & PMC @ 2.0 SqM each for 3nos	06
Conference/Visitor Room	25

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Computer/Drawing Office	12
Pantry & Kitchen area	06
File and Documents & Instruments Storage	10
Toilets	10
Total "A"	—171
Common Area/Verandah @ 10% of "A" above	—19 M ²
GRAND TOTAL	—190 M²

3.2.4 ~~Materials used for the construction of the offices shall be new and of good quality. Materials shall be chosen such that the buildings when erected shall give good ventilation, heat and sound insulation.~~

3.2.5 ~~All buildings shall be supplied with continuous (24 hour) running potable cold water to the kitchens and wash rooms. The toilets may use raw water for flushing. The Contractor shall also arrange for the constant and hygienic disposal of all effluent, sewage and rubbish from the buildings.~~

3.2.6 ~~All buildings shall be supplied with electricity, AC 240 Voltage 50 Hz that shall be distributed to each room in accordance with the Regulations. Lighting and electrical power points shall be provided in each room. The disposition and location of light and power points will be as directed by the Engineer. 24 hours power supply is to be arranged by contractor to meet full power load. Fans and coolers etc will be provided as decided by the engineer. Rooms for (i) Project Director of Employer (ii) Project Manager (iii) Conference/Visitor Room shall be provided with Air Conditioners of appropriate capacity.~~

3.2.7 Deleted

3.2.8 ~~Firefighting equipment shall be provided in accordance with the local recommendations.~~

3.2.9 Deleted

3.3. FURNITURE AND OTHER OFFICE EQUIPMENT

3.3.1 ~~The Contractor shall supply and maintain the following new furniture and equipment to the Engineer's offices within two months of the date of commencement of the works until the defect liability period is over:~~

Description of Item	Nos.
Conference table (4000mm x 1500mm).	2-1
Conference chairs	16-12
Glass-fronted lockable bookcase	4
1500mm x 900mm double pedestal desks	2
1200mm x 900mm single pedestal desks	8-6

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Swivel office chair with armrests	12—8
Swivel office chair without armrests	4
Typist chair	2
Visitors chair	16—8
4-drawer filing cabinet	4
Plan chest (A0 size)	1
1500mm x 900mm tables	15—8
Steel lockable cupboard 6ft high with internal shelves	4
Heavy Duty Paper Shredders	1
Tele facsimile transmission/reception facility connected to a dedicated line with STD facility	1 Set
Telephone switchboard connected to 2 external Lines at each office with STD facility, and with independent Internal communication Facilities with conference facilities.	10 Phone Lines
First aid kits for up to 36 persons	2
Safety helmets	15
Safety harness	20
Day glow waistcoat	20
Pairs industrial safety goggles	6 pairs
5 L kettles	1
2 L kettles	2
Potable water dispenser with hot/cold Taps	1
Cups and plates	20
Fire extinguisher	(As required confirming to the stipulations of Local authorities).
Silent DG set of minimum power of 10 KVA	1 No

~~Note: In case of failure to provide the equipments within Two months, penalty @ Rs 5,000/- Per week or part thereof will be imposed~~

3.4. TRANSPORT

3.4.1 General

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~~The Contractor shall provide road transport (for the use of the Employer and the Engineer within one month from the date of commencement of the works) and the Payment for the same shall be covered in relevant schedule of the BOQ.~~

3.4.2 Road Transport

- ~~(a) The vehicles shall be new and delivered & maintained by the Contractor in good roadworthy condition including daily cleaning. The vehicle shall be replaced with a new vehicle after a maximum run of 75,000 Km or three years whichever is earlier.~~
- ~~(b) The Contractor shall employ and make available competent drivers fully licensed to operate the vehicles as and when required by the Engineer/Employer. The Contractor shall replace drivers at the request of the Engineer/Employer.~~
- ~~(c) The vehicles shall be licensed and insured for use on the public highway and shall have comprehensive insurance cover for any qualified driver authorised by the Engineer together with any authorised passengers and the carriage of goods or samples.~~
- ~~(d) The Contractor shall provide fuel, oil for running of each vehicle for 4,000 kms monthly and ensure maintenance in conformity with the vehicle manufacturer's recommendations and all relevant toll and parking charges incurred in connection with the Works. The vehicle shall be provided day and night as required by the Engineer/Employer. If any vehicle is allowed, with the prior approval of Project Director, to run beyond 4,000 Kms in a month the charges for running of the additional kilometres shall be paid separately under item NS9(c) and NS9(d) of schedule.~~
- ~~(e) A suitable replacement shall be provided by the contractor for any vehicle out of service for more than 24 hours. If the contractor at any time fails to provide vehicle(s) or substitute vehicle(s) as specified, an amount of Rs. 1,500.00 per day for each vehicle (that the Contractor failed to provide) shall be recovered from the Contractor.~~

3.4.3—Number of Vehicles:

~~3.4.3.1 The Contractor shall provide the following type of vehicles as per requirement indicated by the Project Director within one month of the date of commencement.~~

Type	Numbers
INNOVA, Mahindra XUV 500, TATA Hexa or similar	01
BOLERO, SCORPIO, TUV-300 or similar	06

~~3.4.3.2 The vehicle requirement given in Para 3.4.3.1 above is the tentative requirement of the vehicles at a time. However, actual requirement in a particular period will be intimated by the project director/Project Head to the contractor on programme~~

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~~basis at least 7 days before the actual date of requirement after approval of the distribution by the Project Director/Project Head. The Contractor shall withdraw particular vehicle(s) if the same is not further required by the Engineer/Employer if so directed by the Project Director/Project Head. In such cases the instructions shall be given in writing 7 days in advance. The requirement during the Defect Liability Period will be quite less than the maximum requirement mentioned above.~~

~~3.4.3.3 Duration of Transport Requirements~~

~~Transport for the Engineer / Employer shall be provided so as to cover the entire completion period(s) and defect liability period(s). The transport so provided, as per Para 3.4.3, shall continue to be the property of the Contractor.~~

3.5. OFFICE MAINTENANCE

~~3.5.1 The contractor is required to maintain the offices throughout the contract period and provide the following, but not limited to:~~

- ~~(i) Pay all electricity charges.~~
- ~~(ii) Reimburse telephone bills for the use of telephone, up to Rs 3000/- per month for each external landline connection.~~
- ~~(iii) Pay all water charges.~~
- ~~(iv) Carry out necessary repairs to office and equipment as and when required.~~
- ~~(v) Day to Day cleaning and maintenance and watch & ward etc~~

~~3.5.2 The contractor shall provide within Two months from the Date of Commencement following personnel in the office as required for watch and ward of the site office.~~

~~Watchmen / Security (3 shifts of 2 men in a shift, till the defect Liability period is over).~~

~~Note: In case of delay beyond Two months, penalty @ Rs 5,000/- Per week or part thereof will be imposed.~~

3.6. EQUIPMENT FOR USE OF THE ENGINEER:

~~The Contractor shall provide at his own cost new equipment and software as listed below and maintain them for the exclusive use of the Employer and the Engineer. The Contractor shall provide and maintain the following equipment for the use of the Engineer and the Employer within one month from the date of commencement of the works until the defect liability period is over. The equipment shall be property of the contractor on completion of defect liability period.~~

(a)	Desktop Computer two nos:	With minimum specification of Intel Core i7, 3.4 GHz, 3 MB Cache, 4 GB DDR3 RAM, 500 GB Hard Disk Drive, DVD Writer, 18.5" colour TFT monitor, 10/100 LAN Card, Modem Card, Operating System Windows 8 Professional or higher, preloaded with media and documentation and certificate of authenticity and Microsoft Security Essentials preloaded antivirus software.
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(b)	Printers— 2 nos. (A4 size— 1 No. and A3 Size— 1 No)	The A4 size printer shall be all in one office jet having features of Fax, Scanner and Printer, A3 size printer shall be ColourOffice jet with a print speed of up to 8 pages at 800 dpi or more
(c)	Large Format Plotter— One number	HP Model C 5800 (54 inch colour Plotter) or similar/better
(d)	Application software— (Original with minimum two-users License)	(i) — Microsoft offices latest release. (ii) — AUTOCAD 3D 2021 (iii) — M S Project/ Sure Track. (iv) — PDF Converter/Professional
(e)	Colour scanner— 1 No	A3 Size.
(f)	Xerox Machine— 1 No. for paper prints capable of reduction and copying A3 & A4 size paper with automatic document feeder capability and sorter. (Canon IR 2020 or similar/better)	
(g)	UPS system with sufficient power backup (with minimum backup time of 30 minute) to meet the sufficient power load in case of power disruption.	
(h)	Surge Protection Devices (one for each computer and printer as given above)	
(i)	Power supply for the systems is to be AC 240 volts, 50 Hz from normal building wiring circuit mains, power regulator, stabilizer or transformer should be supplied by the Contractor for the computer systems such that the systems can function efficiently.	

Note: In case of failure to provide the equipments within one month, penalty @ Rs 5,000/- Per week or part thereof will be imposed.

3.7. DOCUMENTATION:

A complete set of documentation will be supplied with each System. The documentation should be self-tutorial in nature and be readily understood by non-computer personnel. The following manuals will be supplied with the system:

- (a) Manual on how to operate the equipment; and
- (b) Manual on how to use the facilities and software provided by the supplier. (Including languages and utilities).

4. SPECIFICATIONS:

This item has been covered in the detail specification of the work (Section -5).

5. PERSONNEL:

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(Employment of Technical staff and Employees by Contractor: (Reference clause 36 of GCC and Section -4 (Schedule A to F)).

Minimum Qualifications & Experience required and Discipline to which should belong (Personnel)

The Bidder shall deploy as per the programme, the minimum number of personnel for the key positions with requisite qualification and experience as mentioned hereunder:

Sr. No.	Position	Min nos. of Personnel	Qualification	Minimum Experience in Similar work (years)
1.	Chief Project Manager	1	Graduate/Diploma in Electrical Engineering	10 Years/16 Years (for Graduate/Diploma), out of which 3 Years in-charge of Railway Electrification Projects.
2.	Senior Engineers			
	i) Civil Engineering work	1	Graduate/Diploma in Civil Engineering	5 Years for Graduate/10 Years for Diploma
	ii) S&T- Signal	1	Degree/Diploma in Electronics/Telecom Engineering	Experience in Signaling – 3 Years (For Graduate) 7 Years for Diploma
	ii) S&T- Telecom	1	Degree/Diploma in Electronics/Telecom Engineering	Experience in telecom- 3 Years (For Graduate) 7 Years for Diploma
	iv) OHE/PSI	3	Degree/Diploma in Electrical Engineering	Experience in OHE- 3 Years (For Graduate) 7 Years for Diploma
3.	Technician/Supervisors Civil Engineering Works	2	Minimum Diploma in Civil Engineering	5 Years
4.	Technician/Supervisors S&T	2	Minimum Diploma in Electrical & Electronics Engineering	5 Years
5.	Technician/Supervisors OHE and Traction substation	5	Minimum Diploma in Electrical Engineering	5 Years
6.	Surveyor for setting out	1	Minimum Diploma in	5 Years

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	Lines and levels periodically.		Civil Engineering	
7.	Liaison Manager for liaison with Govt. Dept. And local body	1	Graduate. Preferably retired Govt. Official of local area.	5 Years
8.	Safety officer	1	Graduate in any discipline but must have diploma in industrial safety Management or construction management.	5 Years
9.	Quality Officer cum testing engineer	1	Graduate/Diploma in Engineering	5 Years (for Graduate)/ 8 Years (for Diploma) experienced as a quality control engineer.
10.	Material Manager	1	Graduate/Diploma in Engineering	5 Years (for Graduate)/ 8 Years (for Diploma) experienced of material handling and accounting of material for project of this size.
11.	Draftsmen with knowledge of Auto cad			
	(a) Civil Engineering S&T/OHE	1	Minimum Diploma in Civil/Electrical/Electronic Engineering	3 Years.

Note:

- (1) Project Manager is to be deployed within 30 days of issue of Letter of Acceptance. The programme for deployment of other personnel shall be conveyed by PMC/Employer and personnel shall be deployed within 30 days of the stated requirement. In case of failure to deploy any personnel within 30 days of the stated requirement, a penalty shall be imposed for each day of delay as under:
- Rs 10,000 per person per day for Project Manager & Safety Officer.
 - Rs 5,000 per person per day for Sr. Engineers; Quality Assurance Specialist/ Quality Officer.
 - Rs 3,000 per person per day for other personnel.

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(2) On completion/likely completion of activities concerned to a particular personnel, demobilization of that personnel shall be requested by the Contractor at least 30 days in advance and demobilization shall be done with the approval of PMC/Employer only. In case demobilization is done without approval of PMC/Employer, the penalty mentioned in note above, as relevant, shall be imposed for each day of absence of the personnel.

6. EQUIPMENT:

(Reference clause 18 of GCC and Section-4 (Schedule A - F))

List of mandatory machinery, tools & plants to be deployed by the Contractor at Site:

The Bidder shall deploy, as per the mutually agreed program, the minimum number of equipment for execution of the work as mentioned hereunder:

Sr. No.	Equipment Type and Characteristics	Min. Number Required
	Equipment type and characteristics for Civil work	
1.	Earth excavation and loading equipment (Excavator)	1 sets
2.	Earth Moving equipment (Dumper)	1 No.
3.	Earth leveling and grading equipment (Grader)	1 No.
4.	Earth compaction equipment(10 Ton Vibratory Rollers)	1 No.
5.	Truck mounted water tank/sprinklers	1 No.
6.	Concrete Vibrating equipment	2 Sets
7.	Total Stations	1 No.
8.	Auto levels	2 No.
9.	Transit mixers/6 cum }	1 No.
10.	Fully equipped soil, aggregate and concrete testing laboratory	1 set
11.	Off Track Temper	2 No.
	Equipment type and characteristics for S & T	
12.	Portable Generators of all capacities as per site requirement	1 No.
13.	Drilling machines of all type as per site requirement	1 No.
14.	Track Drilling machines of all type (mechanical cycle chain type and electrical type) as per site requirement	2 No.
15.	Cable Route Tracker	1 No.
16.	Jacks for cable Laying	4 Sets
17.	Concrete Shutters for Apparatus case full	2 Sets
18.	Concrete Shutters for Apparatus case half	2 Sets

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19.	Concrete Shutters for Signal Post	2 Sets
20.	Concrete Shutters for Shunt Signal	2 Sets
21.	Tool Kits for fitters – Mechanical Installation gang (Location Box / Apparatus cases, Signals, etc.)	2 Sets
22.	Tool kit for fitters – Electro-mechanical gang (Track circuiting, Point machines, Axle counters, Circuit controllers, Level locks & relay Rack equipments.)	2 Sets
23.	Tool kit for locking fitters cum LC gate interlocking. Key lock point interlocking & ground level frame interlocking.	1 Sets
24.	Wireman's tool kit consisting of Multimeter, Meggar, Box spanner, Nose Plier, Holding Plier, buzzer, wooden hammer, Clamp type ampere meter etc.	02 Sets
25.	Carpenter tool kit	1 Sets
26.	Earth tester	1 Set
27.	Torches	6 No.
28.	Material loaders / Mini trucks /Matadors / Bolero's	As per Site Requirement
29.	VHF – Walkie Talkies Sets	2 Sets
30.	Hand Phones – Cell Phones	As per Site Requirement
	Equipment type and characteristics for OHE	
31.	Tirfor 3/1.5 T Cap	8 No.
32.	Pull lift 3/1.5 T Cap	12 No.
33.	Come along clamp	12 No.
34.	Chain Pulley Block	10 No.
41.	“D” Shackle	20 No.
42.	Tripod	3 No.
43.	Derrick	3 No.
44.	Mandrill (50cm dia.)	6 No.
45.	Ladder Extension Type (20' x 36')	5 No.
46.	Ladder trolley P/F type	5 No.
47.	Drum lifting jacks	2 Sets
48.	Gas cutter	2 No.
49.	Grinder	2 No.

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50.	Power Hacksaw	2 No.
51.	Dropper making jig & Fixture	3 No.
52.	Megger 2.5 KV	2 No.
53.	Megger 5 KV	2 No.
54.	Megger 500 V	2 No.
55.	Earth Tester	2 No.
56.	Bonding Jig	3 No.
57.	Portable D.G. Set	1 No..
58.	Emergency lighting arrangement for night work.	1 Set
59.	Manila rope	10 m x 10 No.
60.	Spanners	8 Sets
61.	Hammers 1.5 Lbs.	2 No.
62.	Hammers 3.0 Lbs	2 No.
63.	Discharge rod	10 No.
64.	D O operating rod	5 No.
65.	Rail Jumper	10 No.
66.	Drill Machine for Bracket fabrication	2 No.

Note:

- (1) Failure to deploy the above equipment as per mutually agreed programme shall attract penalty @ Rs.25,000/- per day of delay for each equipment at S.No.1, 3, 4, 10, 11, 12, 13 & 18.
- (2) S. No. 6 (Portable Road Trailer Mounted Flash Butt Welding Plant) has to be owned and deployed by the contractor at least 90 days prior to the stipulated date of commissioning of the first block section failing which a penalty @ Rs.1,00,000/- per day shall be imposed from the said date. However, in case the requirement of track linking is less than 50 km, the contractor shall have the option for deployment of Portable Road Trailer Mounted Flash Butt Welding Plant either by owning or taking on lease for a period not less than the estimated time period required for welding of rails as per the mutually agreed programme. The contractor shall have to submit necessary documents as a proof of owning/leasing as the case may be.
- (3) The type of equipment specified can be changed by the Engineer depending upon suitability of the equipment as per site conditions with the approval of CPM concerned subject to the following:
 - (i) The total rate of production/output of proposed number and type of equipments should be equal to or more than that of the number and type of equipments stipulated in the contract agreement and quality of work is not compromised in any way;

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- (ii) Eligibility and Qualification Criteria (EQC) in the bid document did not include any past experience criteria of execution of a key activity with the use of particular type of equipment proposed to be changed;
- (iii) Higher rates for works were not justified in the estimate or BOQ on account of use of particular type of equipment proposed to be changed;
- (iv) Financial implications due to change in type and number of equipment shall be prepared and signed by both the parties and placed on record. If any financial benefit is found to accrue to the contractor, the same shall be recoverable from the contractor's bills.
- (v) If the equipment proposed to be changed is covered under penalty clause specified in note above, then the applicable rate of penalty per equipment shall be modified in proportion to increase/decrease in number of equipments.

7. DEFECT LIABILITY:

7.1. DEFECT LIABILITY PERIOD:

Defect Liability Period shall be 18 Months (Eighteen Months) for OHE and 36 Months (Thirty-Six Months) for PSI & 12 months for S&T and other assets from the date of CRS Authorization/ commissioning of the project. The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Railway Project or any part thereof, till the expiry of the "Defects Liability Period". Defect Liability period for SCADA system as per latest specifications of SCADA system issued by RDSO.

7.2. REMEDY AND RECTIFICATION OF DEFECTS AND DEFICIENCIES:

7.2.1 The Contractor shall repair or rectify all Defects and deficiencies observed by the Employer's Engineer during the Defects Liability Period within a period of maximum 15 (fifteen) days from the date of notice issued by the Employer's Engineer in this behalf, or within such reasonable period as may be determined by the Employer's Engineer at the request of the Contractor, in accordance with Good Industry Practice.

7.2.2 During the period from the date of CRS Authorization/ commissioning of the project, the contractor will maintain adequate staff and T&P for attending, procuring prompt replacement, installation or re-installation of any defective parts of:

- (a) OHE, TSS, switching posts and other assets during defect liability period.
- (b) SCADA system as per RDSO's latest specification of SCADA system. Contractor shall be responsible for making arrangement for signing of agreement for AMC of SCADA for Four (04) years as mentioned in RDSO specification between OEM/Approved SCADA vendor and concern Railway/Division (Six) 06 months prior to expiry of Defect liability period.

In the event that the contractor fails to make above Arrangement of, the employer shall be entitled to remedy the defects and deficiency of the contractor in

PART-I: TECHNICAL BID

Accordance with clause 7.4 or may extend the Defect Liability Period in accordance with clause 7.6.

7.3. COST OF REMEDYING DEFECTS:

For the avoidance of doubt, any repair or rectification undertaken in accordance with the provisions of Clause 7.2, including any additional tests, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

- (a) the design of the Project;
- (b) Works, Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- (c) Improper maintenance during construction of the Railway Project by the Contractor; or
- (d) Failure by the Contractor to comply with any other obligation under this Agreement.

7.4. CONTRACTOR'S FAILURE TO RECTIFY DEFECTS:

In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 7.2, the Employer shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Railway Project conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Employer and the Contractor, be determined by the Employer's Engineer & shall be recoverable by the Authority from the Contractor and may be deducted by the Employer from any monies due to the Contractor.

7.5. CONTRACTOR TO SEARCH CAUSE:

- 7.5.1 The Employer's Engineer may instruct the Contractor to examine the cause of any Defect in the Works or part thereof before the expiry of the Defects Liability Period.
- 7.5.2 In the event any Defect identified under Clause 7.5.1 is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the Employer's Engineer and shall bear the cost of the examination and rectification of such Defect.
- 7.5.3 In the event such Defect is not attributable to the Contractor, the Employer's Engineer shall, after due consultation with the Employer and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the Contractor, with a copy to the Employer, and the Contractor shall be entitled to payment of such costs by the Employer.

7.6. EXTENSION OF DEFECTS LIABILITY PERIOD:

- 7.6.1 The Defects Liability Period shall be deemed to be extended till the identified Defects under Clause 7.2 have been remedied.

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7.6.2 Any Materials or Works with Defects identified under Clause 7.2 and replaced or repaired during the Defects Liability Period or the extended Defects Liability Period, as the case may be, would be further warranted for a period of twelve (12) months from the date of completion of such repair or replacement or up to extended warranty period whichever is later.

7.7. REFUND OF SECURITY DEPOSIT (SD):

Security Deposit shall be refunded to the contractor after the expiry of Defects Liability Period after certification from Engineer-in charge or his authorized representative. Other conditions pertaining to Security Deposit shall remain unchanged.

8. SPECIAL CONDITION RELATING TO UPLOADING OF PAYMENT OF WAGES AND OTHER PAYMENTS TO CONTRACT LABOUR ON RAILWAY WORKS

A) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 19 B of RITES' General Conditions of Contract for Works. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer-in-Charge shall approve the contractor's registration on the portal within 7 days of receipt of such request.

b) Contractor once approved by the Engineer-in-Charge can create password with login ID (PAN No.) for subsequent use of portal for all LOAs pertaining to Railway works issued in his favour.

c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer-in-Charge shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

d) After approval of LoA by Engineer-in-Charge, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.

e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

B) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer-in-Charge or his representatives that "I have uploaded

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the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year”

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SECTION - 4

PROFORMA OF SCHEDULES A TO F



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SECTION - 4
PROFORMA OF SCHEDULES

SCHEDULE - 'A'

Schedule of quantities (As per Bill of Quantities attached) (BOQ to be attached with Financial Bid)

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SCHEDULE - 'B'

Schedule of materials to be issued to the Contractor. (Refer Clause 10 of Clauses of Contract)

Sr. No.	Description of items	Quantity	Rates in Figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
- NOT APPLICABLE -				

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SCHEDULE - 'C'

Tools and plants to be hired to the contractor. (Refer clause 34 of Clauses of Contract)

Sr. No.	Description	Hire charges per day	Place of Issue
1	2	3	4
- NOT APPLICABLE -			

SCHEDULE - 'D'

Extra schedule for specific requirements/documents for the work, any. -**Not Applicable**

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SCHEDULE - 'E'

~~Schedule of components of Cement, Steel, other materials, POL, Labourete for price escalation. (Refer Clause 10CC of Clauses of Contract).~~

~~(To be worked out and filled by NIT approving authority. The Components and their percentages may be modified depending on the nature of work)~~

~~CLAUSE 10 CC~~

~~Component of Cement (Xc)~~

~~expressed as percent of total value of work _____%~~

~~Component of steel (X5)~~

~~expressed as percent of total value of work _____%~~

~~Component of other materials (XM) (except cement & steel)~~

~~expressed as per cent of total value of work _____%~~

~~Component of labour (Y)~~

~~expressed as percent of total value of work _____%~~

~~Component of P.O.L (Z)~~

~~expressed as percent of total value of work _____%~~

~~Total 100 %~~

The “Price Variation clause with percentage governing the price adjustment” shall be followed as per Price Variation Clause (Clause-1) mention in Special Condition of Contract and clause-2 of Bills (Signal & Telecommunication Works) of Part-II (Price Bid).

SCHEDULE - 'F'

Reference to General Conditions of Contract

Name of Work:

Railway Electrification of 25 kV OHE works including Traction Substations, General Electrification, Civil Engineering Works including Tower Wagon Shed, Service Buildings, Staff Quarters, Track works and Signaling & Telecommunication works on existing track of single line section of Udaipur City (Excl.)-Himmatnagar (Excl) section of Ajmer Division, North Western Railway, Rajasthan & Gujarat, India.”

Estimated cost of work:

Rs. 178,19,02,965.16 (Rupees One Hundred Seventy-Eight Crores Nineteen Lakh Two Thousand Nine Hundred Sixty-Five and Sixteen paise only), rounded off to Rs.178.19 crore, excluding GST.

Earnest money:	The Bidders/tenderers are not required to deposit the Earnest Money (Bid Security) along with the bid documents. In place of Earnest Money, it is mandatory that the Bidders/ tenderers shall submit Bid Security Declaration (Annexure XI to NIT & ITT) along with the Bid Documents. Refer GCC July-2019 Correction Slip No. 9
Performance Guarantee (Ref. Clause 1)	3% of Tendered value. (Refer GCC July-2019 Correction Slip No. 9)
Security Deposit: (Refer clause 1A)	5% of Tendered value
Notice Inviting Tender (NIT) and Instruction to Tenderers (ITT)	
Officer inviting tender:	GGM/GM EE RITES

CONDITIONS OF CONTRACT:

Definitions:

2(iv)	Employer	North Western Railway (NWR)
2(v)	Engineer-in-Charge	GM/GGM/EE/ RITES (Authority competent to execute Contract Agreement as per Item 7.2 of SOP)
2(vii)	Accepting Authority	DIRECTOR/Projects/ RITES

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		(Authority competent to accept Tenders as per Item 3.1/3.2/ 3. 3 of SOP as applicable)
2(ix)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2(x)	Standard Schedule of Rates	RVNL SOR 2018, LARs & RITES LARs updated (to be modified as per requirement and as applicable)
2(xiii)	Date of commencement of work	15 days from the date of issue of LOA or the first date of handing over of site, whichever is later
9 (a) (ii)	General Conditions of Contract	RITES General Conditions of Contract – July-2019 Edition as modified & corrected up to date, i.e., up to C.S.No.1 to 10 dated 23/03/2021

CLAUSES OF CONTRACT

Clause 1(i)	Time allowed for submission of P.G. from the date of issue of Letter of Acceptance subject to maximum of 15 days	15 days
	Maximum allowable extension beyond the period provided in (i) above subject to a maximum of 22. days	07 days
Clause 2	Authority for fixing compensation under Clause 2	DIRECTOR/Projects/ RITES Authority competent to accept Tender
Clause 2A	Whether Clause 2A shall be applicable	YES/NO
Clause 5 5.1 (a)	Time allowed for execution of work	15 months from the date of start. Date of start - 15 days from the date of issue of Letter of Acceptance or the first date of handing over of site whichever is later

5.1 (b) TABLE OF MILESTONE(S)

Sr.	Description of Milestone	Time allowed in	Amount to be withheld in
-----	--------------------------	-----------------	--------------------------

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No.	(Physical)	days (from date of start)	case of non- achievement of milestone.
1.	Construction & Commissioning of all TSS	360 Days from the start of Work.	1% of Contract Price
2.	OHE work with wiring of 110 RKM	300 Days from the start of Work.	1% of Contract Price
3.	Construction & Commissioning of all SPs & SSPs in 110RKM falling under Sr. no. 2	300 Days from the start of work	1% of Contract Price
4.	Balance 100RKM OHE work with wiring	400 Days from the start of Work.	1% of Contract Price
5.	Balance all SPs & SSPs Construction & Commissioning of work falling under Sr. no.4	400 Days from the start of work	1% of Contract Price
6.	All Height Gauge	360 Days From the start of Work.	1% of Contract Price
7.	All Power Line Crossing modification	360 Days From the start of Work	1% of Contract Price

Clause 5A	Competent Authority for Shifting of stipulated date of completion	DIRECTOR/Projects/ RITES Accepting Authority as specified in Clause 2(vii) of conditions of contract Above)
Clause 6	Whether Clause 6 or 6A applicable (*Strike out whichever is Not applicable)	Clause 6A COMPUTERISED MEASUREMENT BOOK applicable. The Contractor shall submit his bill in the format given at Annexure - K
Clause 7	Gross work to be done together with net Payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Rs.2.0 Crore (Rupees Two crores)
Clause 10A	i) Whether Material Testing Laboratory is to be provided at site.	Yes/No
	ii) If “YES” list of equipment to be provided	Attached in the End of Schedule F

PART-I: TECHNICAL BID

Clause 10 B	Whether Clause 10 B (ii) to (v) applicable	YES/ NO
Clause 10 CC	Whether clause 10CC applicable	YES /NO But the “Price Variation clause with percentage governing the price adjustment” shall be followed as per Price Variation Clause (Clause 1) mentioned in Special Condition of Contract and clause-2 of Bill No.11 (Signal & Telecommunication Works) of Part-II (Price Bid).
Clause 11	Specifications to be followed for execution of work	
	For CPWD DSR Items:	NOT APPLICABLE
	CIVIL WORKS	(CPWD Specifications 2009 Vol. I & II) or latest
	ELECTRICAL WORKS	CPWD General Specifications
	Part I	Internal 2013
	Part II	External 2013
	Part III	Lifts & Escalators 2013
	Part IV	Substations 2013
	Part V	Wet Riser and Sprinkler System 2006
	Part VI	Heating, Ventilation & Air Conditioning Works 2004
	Part VII	DG Sets 2013
	Part VIII	Gas based Fire Extinguishing System 2013
	For Non DSR Items and items of Specialized nature in Railway Works, etc.	<u>Technical Specification Under Section-5.</u> Volume-I: Specification for General Electrical works Volume-II: Standard Technical specification for Railway Electrification Works), Volume-III: Specification for Civil Engineering works for Railway electrification) & Volume-IV: Specification of S&T works for Railway Electrification)
Clause 12		
Clause 12.2	Deviation Limit beyond which 12.3 & 12.5	(i) For Non-foundation items:

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	Clauses 12.2, 12.3 & 12.5 shall apply	plus 25%/minus no limit (ii) For foundation items: plus 100%/minus no limit Note: For Earthwork, individual classification quantity can vary to any extent, but overall Deviation Limits will be as above.
Clause 12.5	Definition of Foundation item if other than that described in Clause 12.5. (If not applicable write accordingly)	APPLICABLE
Clause 16	Competent Authority for deciding reduced rates	DIRECTOR/Projects/ RITES Authority Competent to accept Tender
Clause 17	Maintenance Period	Refer SCC clause 7.0 under the head “Defect Liability Period” in Section-3/Special Conditions of Contract (SCC)/Tender Documents
Clause 18	List of mandatory machinery, tools & plants to be deployed by the Contractor at site:	Refer SCC clause 44, Section-6/ Equipment: - List of mandatory tools and plants to be deployed by the contractor at site.
Clause 25		
Clause 25 (i)	Appellate Authority	Executive Director/RITES The authority immediately above Engineer-in-charge to whom the Engineer-in-charge report.
	Appointing Authority	DIRECTOR/Projects/ RITES The Authority competent to appoint Arbitrator as per Item 9 of SOP
Clause 31A/32	Whether Clause 31A or 32 is applicable	31A*/32* is applicable. - Alternate water arrangements to be made by the Contractor. *(Strike out whichever is not applicable)
Clause 36 (i) & (iii)	Minimum Qualifications & Experience required and Discipline to which should belong:	Refer SCC, clause-5, Section-3 /Personnel: Employment of Technical Staff and Employees by Contractor
Clause 36	Recovery for non-deployment of Principal	Refer SCC, clause-5, Section-3 /Personnel: Employment of Technical Staff and

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(iv)	Technical Representative and Deputy Technical Representative	Employees by Contractor
Clause 42		
Clause 42 (i)(a)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates printed by CPWD,	DSR 2012 or latest
42(ii)	Variations permissible on theoretical quantities	
(a)	Cement	
	- for works with estimated cost put to tender not more than Rs.5 lakhs	3% plus / minus
	- for works with estimated cost put to tender more than Rs.5 lakhs	2% plus / minus
(b)	Bitumen for All Works	2.5% plus only & nil on minus side
(c)	Steel Reinforcement and structural steel sections for each diameter, section, and category	2% plus / minus
(d)	All other materials	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sr. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	NA	NA
2.	Steel reinforcement	NA	NA
3.	Structural Sections	NA	NA
4.	Bitumen issued free	NA	NA
5.	Bitumen issued at stipulated fixed price	NA	NA

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Clause 46		Yes
Clause 46.10	Details of temporary accommodation	APPLICABLE (Refer Annexure-X for details, including number of rooms and their sizes as well as furniture to be made available by the Contractor)
Clause 46.11.1A	Whether Clause 46.11.1A applicable	YES /NO
Clause 46.13A	Whether Clause 46.13A applicable	YES/ NO
Clause 46.17	City of Jurisdiction of Court	New Delhi
Clause 47.2.1	Sum for which Third Party Insurance to be obtained.	Rs10 Lakh per occurrence, with the number of occurrences limited to four.
Clause 55	Whether clause 55 shall be applicable.	YES /NO
	If yes, time allowed for completion of sample floor/unit	_____ months from date of start of work

Material Testing Laboratory (Equipment's to be provided).

The Quality Control Laboratories lab has to be provided by the contractor for doing the routine tests at site for the civil construction works. The following equipment's have to be provided by the contractor for maintaining the quality by doing the routine tests:

- (1) IS Sieve Sets: 80mm, 63mm, 50mm, 40mm, 31.5mm, 25mm, 20mm, 16mm, 12.5mm, 10mm, 6.3mm, 4.75mm, 2.36mm, 1.18mm, 600micron, 300micron, 150micron, 75micron & 125mm pan.
- (2) Balance: Digital balance of 10kg capacity with LC of 1gm & Balance with LC of 1mg. A physical balance with larger capacity also might often prove to be handy.
- (3) Standard Weight Boxes.
- (4) Electric oven.
- (5) Standard cube moulds – 150mm size.
- (6) Standard cube moulds – 70.60mm size.
- (7) Cube crushing machine with 2 dial gauges & brick plate attachment.
- (8) Vicat Apparatus.
- (9) English type trowel.
- (10) Slump cone with tamping rod.

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- (11) Core cutters with collars.
- (12) Standard Proctor Test Apparatus.
- (13) Modified Proctor Test Apparatus.
- (14) Casagrande apparatus.
- (15) Mortar testing apparatus (Penitrometer).
- (16) Sand replacement method apparatus.
- (17) Digital thermometer – 200C & ordinary thermometer-50C.
- (18) Pycnometer.
- (19) Specific gravity bottle-50ml capacity.
- (20) Digital type Hygrometer.
- (21) Screw gauge.
- (22) Spatula.
- (23) Digital stopwatch.
- (24) Digital Vernier Calliper.
- (25) Moisture meter.
- (26) Standard steel tapes.
- (27) Measuring cylinders- 50ml, 100ml, 200ml, 500ml, 1000ml.
- (28) Standard sand of grades- I, II & III.
- (29) Los Angeles Abrasion Testing apparatus.
- (30) Standard cylindrical measure with plunger for Aggregates Crushing Value test.
- (31) Standard Impact Testing Machine, 75mm dia. cylindrical measure & tamping rod for Aggregates Impact Value test.
- (32) Compaction Factor testing apparatus.
- (33) Rebound Hammer testing apparatus (Schmidt Hammer) for NDT on concrete strength.
- (34) Le-Chatelier apparatus for determining soundness of cement.

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SECTION - 5

TECHNICAL SPECIFICATIONS

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3.	Standard Specifications issued by Ministry of Surface Transport:	206
4.	Standard Specifications issued by Indian Railways:	206
5.	Special Specifications (not covered by any Standard Specifications):	207

SECTION - 5
TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATIONS ISSUED BY CPWD

1. Civil Engineering Works:

CPWD Specification 2009 Vol. I & II or amended upto date. These Specifications have replaced CPWD Specifications 1996 along with Correction Slips issued on them. These Specifications cover all types of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF Format in CPWD website.

2. Electrical Engineering Works:

Applicable CPWD specifications are mentioned below:

Part No.	Description	Year of issue
I	Internal	2013
II	External	2013
III	Lifts and Escalators	2013
IV	Sub Stations	2013
V	Wet Riser and Sprinkler Systems	2006
VI	Heating, Ventilations & Air Conditioning Works	2004
VII	D.G.Sets	2013
VIII	Gas based Fire Extinguishing System	2013

The above documents are available as Priced Document issued by CPWD and in soft copy PDF Format in CPWD website.

3. Standard Specifications issued by Ministry of Surface Transport:

Specifications for Road and Bridge works (Fourth Revision) August 2001 have been published by Indian Road Congress as a priced document. These Specifications cover exhaustively various Road and Bridge works.

4. Standard Specifications issued by Indian Railways:

Railway Board vide letter No. 2018/CE-I/USSOR/1/W&M, dated 06.12.2019 has advised that they have issued “Indian Railways Unified Standard Schedule of Rates (IRUSSOR-2019)” and Indian Railways Unified Standard Specification (Earthwork

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in Cutting & Embankment, Bridge work and P. Way Works) (IRUSS-2019) vide letter No. 2019/CE- I/USSOR/W&M/1, dated 26.11.2019 to execute Bridges works, Formation works, and P. Way works.

Railway Board has also advised to adopt CPWD Delhi Schedules of Rates 2018 (DSR• Vol. I, DSR-Vol. II, DSR-Horticulture & Landscaping), Analysis of Rates for DSR (latest version) (AOR- Vol. I, AOR-Vol. II) and CPWD Specifications (latest version) (Vol. I, Vol. II) for execution of all civil engineering works related to Building work, Road works and Horticulture works etc. (except Formation works, Bridge works and P. Way works) on Indian Railways.

5. Special Specifications (not covered by any Standard Specifications):

Following Standard Specifications & Codes to be followed for execution of work:

Sr. No.	Description	Page No.
1	Specification for General Electrical Work	Volume-I (Page 1 to 126).
2	Specification for Electrical Works for Railway Electrification.	Volume-II (Page 1 to 124)
3	Specification for Civil Engineering Works for Railway Electrification.	Volume-III (Page 1 to 574).
4	Specification for Signaling and Telecommunication Works for Railway Electrification.	Volume-IV (Page 1 to 112).

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SECTION - 6

DRAWINGS

SECTION - 6
DRAWINGS

LIST OF DRAWINGS ENCLOSED

Electrical Drawings:

Sr. No.	Title of Drawing	Drawing No	Revision
1.	General power supply diagram for Udaipur to Himmatnagar Section of Ajmer Division (NWR)	AII-UDZ/HMT/GPSD/001 dated 16.11.2019	

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Civil Drawings

DETAILS OF STANDARD DRAWINGS FOR EXECUTION OF R.E. WORKS (CIVIL) WITH SPECIFICATION ARE TO BE FOLLOWED FOR UDZ-HMT SECTION, NWR:

Sr. No.	PARTICULARS	DRAWING No.
1	STAFF QUARTARS PLAN SHOWING THE STANDARD TYPE QUARTERS (BRICK MASONARY) FOR NWR	
(i)	TYPE-2	DRG NO. CPDE/45/0-B/NWR-2009
(ii)	TYPE-3,	DRG NO. CPDE/46/0-B/NWR-2009
3(i)	STANDARD PLAN OF TOWER WAGON SHED FOR 8 WHEELERS	RE/CIVIL/S/145-87 /R-4
3(ii)	GATE FOR TOWER WAGON SHED	RE/ALD/C/12-68
4	RAISING OF F.O.B	NWR/JAIPUR/10417 or Approved drawing of Concerned Railways
5	STANDARD PLAN OF OHE AND PSI DEPOT	RE/CIVIL/305-93/ R-3
6(i)	HEIGHT GAUGE FOR ROAD AND UNDER BRIDGE & LEVEL CROSSING (FOR SPAN 5.5 TO 8 M CLEAR SPAN)	RDSO/M-0001
6 (ii)	DETAILS OF STRUCTURES & FOUNDATION (FOR SPAN UP TO 7.3 M)	TI/DRG/CIV/H GAUGE/RDSO/00001/05/0
6 (iii)	DETAILS OF STRUCTURES & FOUNDATION (FOR SPAN 7.3 TO 12.2 M)	TI/DRG/CIV/H GAUGE/RDSO/00002/05/0

NOTE:

- (1) The above Electrical & Civil drawings are available in RITES Office,
- (2) Interested bidders can see these drawings in the office of GGM/Electrical- SBU Head RITES, Bhawan no-1, Sector 29, Gurgaon 122001