

SOUTH WESTERN RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO.: SWR/SBC/S&T/2022/0002

DATE: AS MENTIONED BELOW SIGNATURE

ARTICLES OF AGREEMENT made between the President of India acting through the Railway Administration hereafter called the "Railway" of the one part and **PRUDENT CONTROLS PRIVATE LIMITED-NAVI MUMBAI. ,91 B, Kamgar Nagar, S.G. Barve Road,Near Vishal Tower no 2 , Mumbai** herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works "**Provision of smoke, fire detection, alarm and suppression system (Relay room, power/equipment room and panel room) at 7 stations (SBC, BNC, BYPL, CSDR, KJM, BWT and YPR) over SBC division.** " set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract, corrected upto latest correction slips and the Specifications of South Western Railway corrected upto latest correction slips and the Schedule of Rates of South Western Railway, corrected upto latest correction slips and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specification and said drawings and said conditions of the contract on or before **09/02/2022** and will maintain the said works for a period of 12.0 Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and take to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor: (Signature)

Name: PRUDENT CONTROLS PRIVATE LIMITED-NAVI MUMBAI.

Address: 91 B, Kamgar Nagar, S.G. Barve Road,Near Vishal Tower no 2 , Mumbai ,

Railway: DSTE/SBC

(For President of India)

VETTED

AGREEMENT DETAILS

Railway Name:	South Western Railway	Unit Name:	Bangalore	Department Name:	S&T
Tender Number:	Fire_Alarm_7stns	Tender Type:	Open		
Nature of Contract:	Works	Date of Completion:	09/02/2022	LOA Number:	00912550043110
LOA Date:	09/10/2021	LOA Amount (Rs.):	11402994	PG Amount (Rs.):	342090
Contractor's Name:	PRUDENT CONTROLS PRIVATE LIMITED-NAVI MUMBAI.			Contractor's Code:	91255
Bidding Style:	[Decision at Schedule level]	Bidding Unit:		Bid Rate:	
Tender Amount (Rs.):	16648428	Rebate :	0.0	Bid Amount:	11402994

SCHEDULE DETAILS

SN	Item Type	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl. (%)	Advt.Value (Rs)	Bid Rate/Unit Rate		Bid Amount (Rs)	Sch. Bid Total
Sch. Code & Desc. : A NON SOR Items				Sch. Type: NS			SOR Dir.: NA	16648428				11402994
Chapter Name: Not Applicable												
01	Individual	01	7	Numbers	204683	1432781	0 At Par	1432781	98000 Rs/Unit	686000.0		
Description: Supply of single Loop Analog addressable Fire Alarm system with loop the panel shall have a built in power supply and battery charger. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.												
02	Individual	02	105	Numbers	9800	1029000	0 At Par	1029000	3300 Rs/Unit	346500.0		
Description: Supply of Multi Sensor detector Dual Optical/Thermal with rotatrics and back boxes including base. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.												
03	Individual	03	7	Numbers	450000	3150000	0 At Par	3150000	250000 Rs/Unit	1750000.0		
Description: Supply Installation Testing and Commissioning of aspiration type smoke detector. Highly sensitive smoke aspiration system for monitoring of rooms and equipment's for earliest possible fire detection For Relay rooms												
04	Individual	04	7	Numbers	7965	55755	0 At Par	55755	3494.4 Rs/Unit	24460.8		
Description: Supply of Addressable Single action indoor manual call point with back box(RED) and also including key. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.												
05	Individual	05	14	Numbers	7500	105000	0 At Par	105000	3091.2 Rs/Unit	43276.8		
Description: Supply of Sounder having range of 81 dbA to 92 dbA. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.												
06	Individual	06	14	Numbers	6561	91854	0 At Par	91854	3024 Rs/Unit	42336.0		
Description: Supply of Intelligent addressable Output module having facility to activate sounders etc. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.												
07	Individual	07	28	Numbers	7611	213108	0 At Par	213108	3024 Rs/Unit	84672.0		
Description: Supply of Intelligent addressable input module for monitoring purpose. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.												

SN	Item Type	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl. (%)	Advt.Value (Rs)	Bid Rate/Unit Rate	Bid Amount (Rs)	Sch. Bid Total
08	Individual	08	7	Numbers	125000	875000	0 At Par	875000	125000 Rs/Unit	875000.0	
	Description: Design and supply of 100Ltrs Cylinder with valve and warning sign boards.[Make: siemens or ansul or similar specifications, product should be Underwriters Laboratories(UL) listed.] RDSO Spec. No. RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
09	Individual	09	7	Numbers	103000	721000	0 At Par	721000	102950.4 Rs/Unit	720652.8	
	Description: Design and supply of 67.5Ltrs Cylinder with valve and warning sign boards.[Make: sinorix 1230 or ansul or similar specifications, product should be UL listed RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
10	Individual	10	1350	Kg	4000	5400000	0 At Par	5400000	2755.2 Rs/Unit	3719520.0	
	Description: Supply of 3M Novec 1230/ FK-5-1-12 Fire Protection fluid factory fill in the above cylinders RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
11	Individual	11	7	Set	65000	455000	0 At Par	455000	65000 Rs/Unit	455000.0	
	Description: Supply of Master Cylinder Accessories listed below specifications, product should be Underwriters Laboratories(UL) listed.] includes a. Pr.Guage + Low Pr.Supervisory Switch b. Electromagnetic Actuator c. Manual Actuator d.Pneumatic Actuator e. Flexible Discharge Hose f. Flexible Actuation Hose g. Tee As per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
12	Individual	12	7	Numbers	38000	266000	0 At Par	266000	38000 Rs/Unit	266000.0	
	Description: Supply of End Slave Cylinder Accessories listed below [Make: siemens or ansul or similar specifications, product should be Underwriters Laboratories (UL) listed.] a. Pr. Guage + Low Pr. Supervisory Switch b. Electromagnetic Actuator c. Flexible Discharge Hose d. Flexible Actuation Hose e. Tee g. Elbow As per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
13	Individual	13	14	Numbers	16000	224000	0 At Par	224000	22176 Rs/Unit	310464.0	
	Description: Supply of check valve [Make: siemens or ansul or similar specifications, product should be UL approved.] as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
14	Individual	14	28	Numbers	4200	117600	0 At Par	117600	6000 Rs/Unit	168000.0	
	Description: Supply of discharge Nozzles [Make: siemens or ansul or similar specifications, product should be UL approved.] as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
15	Individual	15	14	Numbers	6800	95200	0 At Par	95200	21504 Rs/Unit	301056.0	
	Description: Supply of pressure switch suitable to above cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
16	Individual	16	7	Numbers	25000	175000	0 At Par	175000	35000 Rs/Unit	245000.0	
	Description: Gas Release panel with battery back up. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
17	Individual	17	7	Numbers	4000	28000	0 At Par	28000	2016 Rs/Unit	14112.0	
	Description: Supply of manual Abort switch suitable to above cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest										
18	Individual	18	7	Numbers	4000	28000	0 At Par	28000	2016 Rs/Unit	14112.0	
	Description: Supply of manual release switch to cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.										
19	Individual	19	7	Numbers	80000	560000	0 At Par	560000	80000 Rs/Unit	560000.0	

SN	Item Type	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl. (%)	Advt.Value (Rs)	Bid Rate/Unit Rate		Bid Amount (Rs)	Sch. Bid Total
	Description: Supply of schedule 40 seamless Pipes as per ASTM A 106, Gr. B, Sch 40, with Fittings confirming to ASTM A 105, Sch 40. including pipe supports, painting, etc. for the protected room up to the cylinder banks, this includes for relay & power room.[make :TATA or Jindal or similar]. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.											
20	Indi vidu al	20	1100	Metre	218.3	240130	0 At Par	240130	174.72 Rs/Un it	192192.0		
	Description: Supply of unaromed Fire Survival circuit integrity cable (inside Only)											
21	Indi vidu al	21	1000	Metre	140	140000	0 At Par	140000	80.64 Rs/Un it	80640.0		
	Description: Supply of 2cx1.5 sq mm shielded ATC frls armoured cables.[product should ISI marked]											
22	Indi vidu al	22	7	Numb ers	28000	196000	0 At Par	196000	18000 Rs/Un it	126000.0		
	Description: Gas Manifold for two cylinders made of sch 40 seamless pipe with required couplings, end cap, etc.[make :TATA or Jindal or similar].											
23	Indi vidu al	23	7	Numb ers	40000	280000	0 At Par	280000	18000 Rs/Un it	126000.0		
	Description: Supply, Installation of Air sampling CPVC Pipes with all required accessories											
24	Indi vidu al	24	0	Numb ers	45000	0	0 At Par	0	18000 Rs/Un it	0.0		
	Description: Supervision, programming , testing & Commissioning charges for Aspiration smoke detection											
25	Indi vidu al	25	7	Numb ers	55000	385000	0 At Par	385000	18000 Rs/Un it	126000.0		
	Description: Installation ,Testing & commissioning of Fire Alarm System											
26	Indi vidu al	26	7	Numb ers	55000	385000	0 At Par	385000	18000 Rs/Un it	126000.0		
	Description: Installation ,Testing & commissioning of fire Suppression System											
				Advt. Total :		16,648,428		Sch. Bid Total :		11,402,994.4		
Biddin g Style :		[Decision at Schedule level]			Bid Rate :			Bid Amount :		11402994		
Rebate :					0.0		Total Agreement Value :			11402994		



JANAKALYAN SAHAKARI BANK LTD.

Come and See the Change...

Head Office : Vivek Darshan, 140, Sindhi Society, Chembur, Mumbai 400 071.

Date: 27th October 2021

Bank Guarantee No.: BG/070/2021-22

To:
Sr. Divisional Finance Manager,
Bangalore Division,
South Western Railway
Bangalore 560 051
Karnataka, India

BANK GUARANTEE NO	: BG/070/2021-22
DATE OF ISSUE	: 27/10/2021
APPLICANT	: M/s.Prudent Controls Private Limited
GURANTEE AMOUNT	: Rs.3,42,090.00
AMOUNT IN WORDS	: Rupees Three Lacs Forty Two Thousand Ninety Only
PLACE OF ISSUE	: MUMBAI
EXPIRY DATE	: 26/04/2022

Dear Sir

Ref:-Bank Guarantee No. BG/070/2021-22 dated 27/10/2021 for Rs.3,42,090.00 (Rupees Three Lacs Forty Two Thousand Ninety Only) executed in your favor at the request of M/s. Prudent Controls Private Limited, valid upto 26/04/2022

This Guarantee attached is to be returned to us within 15 days from the date it ceases to be in force or as soon as the purpose for which it has been issued is fulfilled, whichever is earlier.

We hereby confirm that the abovementioned Bank Guarantee has been issued by our Bank and the signatories to the Bank Guarantee are **Mr.Paresh S. Agate (Officer I, Fort Branch)** and **Mr.Pramod S. Chavan (ABM, Fort Branch)** and, who are authorized to execute the bank guarantee on behalf of the Bank.

Further confirmation of this guarantee if desired, should be obtained from the below mentioned branch.

This letter forms an integral part of guarantee.

Thanking you,
Yours faithfully,

AUTHORISED SIGNATORIES.



Fort Branch / FBD / Service Branch: G-2/M2, Ground Floor, Prospect Chambers,
Dr. D. N. Road, Fort, Mumbai- 400 001



महाराष्ट्र MAHARASHTRA

2021

BF 373243

प्रधान मुद्रांक कार्यालय, मुंबई
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- 1 OCT 2021
सक्षम अधिकारी

BANK GUARANTEE NO : BG/070/2021-22
DATE OF ISSUE : 27/10/2021
AMOUNT : Rs.3,42,090.00 (Rupees Three Lacs Forty Two Thousand Ninety Only)
EXPIRY DATE : 26/04/2022

To:
Sr. Divisional Finance Manager,
Bangalore Division,
South Western Railway
Bangalore 560 051
Karnataka, India

श्री. सी. टी. आंबेकर

This stamp paper is an integral part of the BG No. BG/070/2021-22 dated 27th Day of October 2021 of Rs.3,42,090.00 (Rupees Three Lacs Forty Two Thousand Ninety Only) issued in your favour on behalf of M/s.Prudent Controls Pvt. Ltd.

Place : Mumbai
Date : 27.10.2021



FOR JANAKALYAN SAHAKARI BANK LTD.

(Mr. Paresh S. Agate) (Mr. Pramod S. Chavan)
(Officer, FBD, FORT) (Assistant Branch Manager FORT)
AUTHORISED SIGNATORIES.
Janakalyan Sahakari Bank Ltd.
G2/M2, Ground Floor, Prospect Chamber
Dr. D.N.Road, Fort Mumbai 400001

BANK GUARANTEE NO : BG/070/2021-22
DATE OF ISSUE : 27/10/2021
AMOUNT : Rs.3,42,090.00 (Rupees Three Lacs Forty Two Thousand Ninety Only)
EXPIRY DATE : 26/04/2022

PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE

1. In consideration of President of India acting through the Sr. Divisional Finance Manager, Bangalore Division, South Western Railway, (herein after referred to as the Government) having accepted vide 1. letter No. BANGALORE DIVISION-S AND T/Fire_Alarm_7stns/00912750043110 dated 09/10/2021 the tender submitted by *M/s. Prudent Controls Private Limited, 91 B, S. G. Barve Marg, Kamgar Nagar, Kurla East, Mumbai 400026 (hereinafter referred to as the Contractor(s)), and agreed to grant a contract for "Provision of smoke, fire detection, alarm and suppression system (Relay room, power/equipment room and panel room) at 7 stations (SBC, BNC, BYPL, CSDR, KJM, BWT and YPR) over SBC division" (herein after called the contract) whereas one of the terms agreed by the said Contractor, is that, he should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 3% of the contract value of Rs.1,14,02,994.40 (Rupees One Crore Fourteen Lacs Two Thousand Nine hundred Ninety four Only) i.e. Rs.3,42,090/- (Rupees Three Lacs Forty Two Thousand Ninety Only) valid up to expiry of the maintenance period, i.e. up to 26th April 2022 by way of Security for the due observance of the terms and conditions, performance and fulfilment of the said contract, We Janakalyan Sahakari Bank Ltd., an Urban Scheduled Co-operative Bank and a Co-operative Society registered under the Maharashtra State Co-operative Societies Act, 1960, having its Head Office at Vivek Darshan, 140 Sindhi Society, Opp. Bhakti Bhavan, Chembur, Mumbai-400071 and Branch Office at Sindhi Society (herein after referred to as the Bank) at the request of the Contractor do hereby irrevocably and unconditionally guarantee to the Government that the contractor shall duly perform and discharge their obligations under the said contract to the full satisfaction of the Government and render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or for the performance of the works as per the specifications stipulated in the tender no.Fire_Alarm_7stns dated 03.05.2021 and letter of acceptance No. BANGALORE DIVISION-S AND T/Fire_Alarm_7stns/00912750043110 Dated 09.10.2021, within the time of 26th April 2022 (up to the expiry of maintenance period) reckoned from the date as per the letter of acceptance and further guarantees that the works which shall be done by the contractor under the said contract, shall be actually performed in accordance with terms and conditions of the contract to the full satisfaction of the Government.
2. We, Janakalyan Sahakari Bank Ltd. do hereby undertake to pay to the Government amount Rs.3,42,090/- (Rupees Three Lakh Forty Two Thousand Ninety Only) against any loss and / or damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor (s) of any of the terms and conditions contained in the said contract.
3. We, Janakalyan Sahakari Bank Ltd. do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss and / or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractors(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.3,42,090/- (Rupees Three Lacs Forty Two Thousand Ninety Only).
4. We, Janakalyan Sahakari Bank Ltd. do hereby undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court, Tribunal or Arbitrator (s) relating thereto out liability, under this present being absolute and payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
5. We, Janakalyan Sahakari Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless or claim under this Guarantee is made on us in writing on or before 26th April 2022, we shall be discharged from all liability under this Guarantee thereafter.



....2/-

BANK GUARANTEE NO : BG/070/2021-22
DATE OF ISSUE : 27/10/2021
AMOUNT : Rs.3,42,090.00 (Rupees Three Lacs Forty Two Thousand Ninety Only)
EXPIRY DATE : 26/04/2022

6. We, Janakalyan Sahakari Bank Ltd., do further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time-to-time postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
8. We, Janakalyan Sahakari Bank Ltd. lastly undertake not to revoke this Guarantee during its currency except with the previous consent Government in writing

The confirmation of this Bank Guarantee is available with our controlling office. The beneficiary in his own interest should obtain such confirmation from our below mentioned address.

This guarantee (all pages in original) should be returned to the Bank Guarantee issuing office immediately after its expiry of claim period.

The BG confirmation Letter Serial No.0322 dated 27/10/2021 is an integral part of the Bank Guarantee No.BG/070/2021-22 dated 27th October 2021.

Place - : Mumbai
Date - : 27/10/2021



FOR JANAKALYAN SAHAKARI BANK LTD.

(Mr. Paresh S. Agate) (Mr. Pramod S. Chavan)
(Officer, FBD, FORT) (Asst. Branch Manager, FORT)
AUTHORISED SIGNATORIES.
Janakalyan Sahakari Bank Ltd.
G2/M2, Ground Floor, Prospect Chambers,
Dr. D.N.Road, Fort Mumbai 400001

**BANGALORE DIVISION-S AND T/SOUTH WESTERN RLY
TENDER DOCUMENT**

Tender No: Fire_Alarm_7stns

Closing Date/Time: 03/05/2021 15:00

Sr.DSTE/SBC acting for and on behalf of The President of India invites E-Tenders against Tender No **Fire_Alarm_7stns** Closing Date/Time 03/05/2021 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

Contractors are allowed to make payments against this tender towards tender document cost and earnest money only through only payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.

1. NIT HEADER

Name of Work	Provision of smoke, fire detection, alarm and suppression system (Relay room, power/equipment room and panel room) at 7 stations (SBC, BNC, BYPL, CSDR, KJM, BWT and YPR) over SBC division.		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	03/05/2021 15:00	Date Time Of Uploading Tender	10/04/2021 23:56
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	16963428.00	Tendering Section	TENDER
Bidding Style	[Decision at Schedule level]	Bidding Unit	
Earnest Money /Bid Security (Rs.)	0.00	Validity of Offer (Days)	45
Obtain Bid Security Declaration in lieu of Bid Security	Yes		
Tender Doc. Cost (Rs.)	0.00	Period of Completion	4 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	19/04/2021	Are Joint Venture (JV) firms allowed to bid	No
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Capital (Works)

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule A-NON SOR Items							16963428.00	
01	01	7.00	Numbers	204683.00	1432781.00	AT Par	1432781.00	Rs.
	Description:- Supply of single Loop Analog addressable Fire Alarm system with loop the panel shall have a built in power supply and battery charger. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.							
02	02	105.00	Numbers	9800.00	1029000.00	AT Par	1029000.00	Rs.
	Description:- Supply of Multi Sensor detector Dual Optical/Thermal with rotatrics and back boxes including base. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.							
03	03	7.00	Numbers	450000.00	3150000.00	AT Par	3150000.00	Rs.
	Description:- Supply Installation Testing and Commissioning of aspiration type smoke detector. Highly sensitive smoke aspiration system for monitoring of rooms and equipment's for earliest possible fire detection For Relay rooms							
04	04	7.00	Numbers	7965.00	55755.00	AT Par	55755.00	Rs.
	Description:- Supply of Addressable Single action indoor manual call point with back box(RED) and also including key. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.							
05	05	14.00	Numbers	7500.00	105000.00	AT Par	105000.00	Rs.
	Description:- Supply of Sounder having range of 81 dbA to 92 dbA. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.							
06	06	14.00	Numbers	6561.00	91854.00	AT Par	91854.00	Rs.
	Description:- Supply of Intelligent addressable Output module having facility to activate sounders etc. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.							
07	07	28.00	Numbers	7611.00	213108.00	AT Par	213108.00	Rs.
	Description:- Supply of Intelligent addressable input module for monitoring purpose. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.							
08	08	7.00	Numbers	125000.00	875000.00	AT Par	875000.00	Rs.
	Description:- Design and supply of 100Ltrs Cylinder with valve and warning sign boards.[Make: siemens or ansul or similar specifications, product should be Underwriters Laboratories(UL) listed.] RDSO Spec. No. RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							

**BANGALORE DIVISION-S AND T/SOUTH WESTERN RLY
TENDER DOCUMENT**

Tender No: Fire_Alarm_7stns

Closing Date/Time: 03/05/2021 15:00

09	09	7.00	Numbers	103000.00	721000.00	AT Par	721000.00	Rs.
	Description:- Design and supply of 67.5Ltrs Cylinder with valve and warning sign boards.[Make: sinorix 1230 or ansul or similar specifications, product should be UL listed RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
10	10	1350.00	Kg	4000.00	5400000.00	AT Par	5400000.00	Rs.
	Description:- Supply of 3M Novec 1230/ FK-5-1-12 Fire Protection fluid factory fill in the above cylinders RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
11	11	7.00	Set	65000.00	455000.00	AT Par	455000.00	Rs.
	Description:- Supply of Master Cylinder Accessories listed below specifications, product should be Underwriters Laboratories(UL) listed.] includes a. Pr.Guage + Low Pr.Supervisory Switch b. Electromagnetic Actuator c. Manual Actuator d.Pneumatic Actuator e. Flexible Discharge Hose f. Flexible Actuation Hose g. Tee As per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
12	12	7.00	Numbers	38000.00	266000.00	AT Par	266000.00	Rs.
	Description:- Supply of End Slave Cylinder Accessories listed below [Make: siemens or ansul or similar specifications, product should be Underwriters Laboratories (UL) listed.] a. Pr. Guage + Low Pr. Supervisory Switch b. Electromagnetic Actuator c. Flexible Discharge Hose d. Flexible Actuation Hose e. Tee g. Elbow As per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
13	13	14.00	Numbers	16000.00	224000.00	AT Par	224000.00	Rs.
	Description:- Supply of check valve [Make: siemens or ansul or similar specifications, product should be UL approved.] as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
14	14	28.00	Numbers	4200.00	117600.00	AT Par	117600.00	Rs.
	Description:- Supply of discharge Nozzles [Make: siemens or ansul or similar specifications, product should be UL approved.]as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
15	15	14.00	Numbers	6800.00	95200.00	AT Par	95200.00	Rs.
	Description:- Supply of pressure switch suitable to above cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
16	16	7.00	Numbers	25000.00	175000.00	AT Par	175000.00	Rs.
	Description:- Gas Release panel with battery back up. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
17	17	7.00	Numbers	4000.00	28000.00	AT Par	28000.00	Rs.
	Description:- Supply of manual Abort switch suitable to above cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest							
18	18	7.00	Numbers	4000.00	28000.00	AT Par	28000.00	Rs.
	Description:- Supply of manual release switch to cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
19	19	7.00	Numbers	80000.00	560000.00	AT Par	560000.00	Rs.
	Description:- Supply of schedule 40 seamless Pipes as per ASTM A 106, Gr. B, Sch 40, with Fittings confirming to ASTM A 105, Sch 40. including pipe supports, painting, etc. for the protected room up to the cylinder banks, this includes for relay & power room.[make :TATA or Jindal or similar]. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.							
20	20	1100.00	Metre	218.30	240130.00	AT Par	240130.00	Rs.
	Description:- Supply of unaromed Fire Survival circuit integrity cable (inside Only)							
21	21	1000.00	Metre	140.00	140000.00	AT Par	140000.00	Rs.
	Description:- Supply of 2cx1.5 sq mm shielded ATC frls armoured cables.[product should ISI marked]							
22	22	7.00	Numbers	28000.00	196000.00	AT Par	196000.00	Rs.
	Description:- Gas Manifold for two cylinders made of sch 40 seamless pipe with required couplings, end cap, etc.[make :TATA or Jindal or similar].							
23	23	7.00	Numbers	40000.00	280000.00	AT Par	280000.00	Rs.
	Description:- Supply, Installation of Air sampling CPVC Pipes with all required accessories							
24	24	7.00	Numbers	45000.00	315000.00	AT Par	315000.00	Rs.
	Description:- Supervision, programming , testing & Commissioning charges for Aspiration smoke detection							
25	25	7.00	Numbers	55000.00	385000.00	AT Par	385000.00	Rs.
	Description:- Installation ,Testing & commissioning of Fire Alarm System							
26	26	7.00	Numbers	55000.00	385000.00	AT Par	385000.00	Rs.
	Description:- Installation ,Testing & commissioning of fire Suppression System							

3. ITEM BREAKUP

No item break up added

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4. ELIGIBILITY CONDITIONS

Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	After award of contract and before supply of equipment "MoU with RDSO approved firm" covering supply, installation, testing and commissioning of system shall be submitted including after sales support required during the warranty period for Fire Detection, Alarm and Suppression system.	No	No	Allowed (Mandatory)

Standard Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The Tenderer shall be eligible only if he fulfils the following Standard Financial Eligibility Criteria:- FOR WORKS COSTING ABOVE RS.50.00 LAKHS: The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of opening of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc. Details regarding financial eligibility criteria shall be submitted along with the tender. For the duration of the qualifying period for which the Balance Sheet is not audited i.e. for previous / current financial year, a certificate issued by Chartered Accountant indicating explicitly contract receipts details of various organisations (Name of the Organisation, agreement-wise receipts, etc.) is to be enclosed along with the Tender Documents. NOTE: (i). Tenderer may note that CA Certificate alone without copies of audited Balance Sheet/Income Tax Returns will not be considered for evaluation. (ii). For Works costing less than Rs.50.00 lakhs, tenderer should be financially sound and capable of carrying out such works. The tenderer should submit supporting documents for financial capacity, capability, past performance, works done and works on hand details along with the tender. No post tender correspondence shall be entertained to submit fresh details.	No	No	Allowed (Mandatory)

Submission of Document Verification Certificate

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please submit a certificate in the prescribed format (please download the format from the link given below) for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. (Click here to download the Format of Self Certificatio)	No	No	Allowed (Mandatory)

Standard Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	<p>The Tenderer shall be eligible only if he fulfils the following Standard Technical Eligibility Criteria :- FOR WORKS COSTING ABOVE RS.50.00 LAKH: For works without composite components: In case of individual type of work, the technical eligibility criteria shall be satisfied as given in (a) or (b) or (c) below: a)The tenderer must have successfully completed one similar work, costing not less than the amount equal to 60% of advertised value of the Tender during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited. OR b)The tenderer must have successfully completed Two similar works, each costing not less than the amount equal to 40% of advertised value of the tender during last 07 (seven) years, ending last day of month previous to the one in which tender is invited. OR c)The tenderer must have successfully completed Three similar works, costing not less than the amount equal to 30% of advertised value of the tender during last 07 (seven) years, ending last day of month previous to the one in which tender is invited. For works with composite components: In case of composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), the technical eligibility criteria shall be satisfied as given in (a) or (b) or (c) below. a)The tenderer must have successfully completed one similar work, costing not less than the amount equal to 60% of advertised value of each component of the Tender during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited. OR b)The tenderer must have successfully completed Two similar works, each costing not less than the amount equal to 40% of advertised value of each component of the tender during last 07 (seven) years, ending last day of month previous to the one in which tender is invited. OR c)The tenderer must have successfully completed Three similar works, costing not less than the amount equal to 30% of advertised value of each component of the tender during last 07 (seven) years, ending last day of month previous to the one in which tender is invited. Separate completed works of minimum required values for each component can also be considered for fulfilment of technical eligibility criteria mentioned in (a), (b) & (c) above. In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than 2 crore each.</p>	No	No	Allowed (Mandatory)
1.1	<p>NOTE: (i).The Experience Certificates are to be attached to the e-offer as per Proforma - 1. (ii).The Certificate to satisfy similar work should be signed by an officer not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/ PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company. Tenderer shall attach Certificate copies along with the e-offer. (iii).The total value of similar nature of work completed during the qualifying period, in terms of the final bill amount, and not the payments received within the qualifying period alone, will be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed, with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility. (iv).Work Experience Certificate issued by Central / State / Semi Government Organizations / Authorities, PSUs of Govt. of India / State Government shall only be considered. Work Experience Certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, Work Experience Certificate issued by Public Listed Company having average annual turnover of Rs. 500 Crores and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered atleast 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public Listed Company to issue such certificates. In case tenderer submits work experience certificate issued by Public Listed Company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate. (v).Certificates issued to tenderer as subcontractor for sub-let Works by any Organization (Govt./ Pvt. Organisations) will not be considered. (vi).The decision of the Railway regarding the correctness/suitability of the Certificates is final and the tenderer shall not have any claim whatsoever in this regard.</p>	No	No	Not Allowed
1.2	<p>Defination of Similar Work :- The tenderer should be either OEM or authorized / supported by OEM or Execution of any work having item of specified in any Govt/PSU organization/Metro Stations. Note: Execution of any work having one item of Fire detection/suppression.</p>	No	No	Not Allowed

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5. COMPLIANCE

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S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Uploading of Scanned copy/copies of proof(s) of Technical Eligibility Criteria as mentioned in Standard Technical Criteria (as per Proforma - 1 & 2)	No	No	Not Allowed
2	Uploading of Scanned copy/copies of proof(s) of Financial Eligibility Criteria as mentioned in Standard Financial Criteria (as per Proforma - 3A & relevant documents)	No	No	Not Allowed
3	Uploading of Scanned copy of Bid Capacity (as per Proforma - 3), if applicable	No	No	Not Allowed
4	Uploading of Scanned copy of Affidavit on non-judicial stamp paper of Rs.100/- as per the format for Affidavit linked under heading Submission of Affidavit.	No	No	Not Allowed
5	Uploading of required documents in case of Individual/Proprietary Firm/Concern (or) Partnership Firm (or) Company (or) LLP Firm (or) Registered Society & Registered Trust (or)Joint Venture Firm (or) HUF etc., as mentioned in Commercial Compliance (whichever is applicable).	No	No	Not Allowed
6	Uploading of Scanned copy of List of Machinery, Tools & Plants and Staff to be Deployed on this work (as per Proforma - 4B).	No	No	Not Allowed
7	Uploading of Scanned copy of Statement of Bank details, PAN & GST (as per Proforma - 6)	No	No	Not Allowed
8	Uploading of Scanned copy of the declaration regarding employment of Retired Engineer / Retired Railway Officer (as per Proforma - 7)	No	No	Not Allowed
9	Uploading a scanned copy of the Memorandum of Understanding in the case of a JV firm (as per Proforma - 8)	No	No	Not Allowed
10	Uploading of request for grant of Mobilisation Advance (as per Proforma-9), if applicable.	No	No	Not Allowed
11	Uploading of Proforma for Self-Certificate in regard to meeting the Minimum Local Content requirements as per Make in India Policy for Procurement Order Value less than of Rs.10 Crores. (as per Clause - 35.8(a) of Special Conditions of Contract)(as per Proforma-10)	No	No	Not Allowed
12	Uploading of Proforma of Certificate on percentage of Local Content as per Make in India Policy for Procurement Order Value more than Rs.10 Crores. (as per clause - 35.8(b) of Special Conditions of Contract)(as per Proforma-11)	No	No	Not Allowed
13	Uploading of Method Statement, (Proforma- 15)if applicable.	No	No	Not Allowed

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)
2	Scanned copy of Statement of Bank details, PAN & GST (as per Proforma - 6).	Yes	Yes	Allowed (Optional)
2.1	Scanned copy of Bank details	Yes	Yes	Allowed (Mandatory)
2.2	Scanned copy of PAN	Yes	Yes	Allowed (Mandatory)
2.3	Scanned copy of GSTIN certificate	Yes	Yes	Allowed (Mandatory)
3	Uploading of Proforma for Self-Certificate in regard to meeting the Minimum Local Content requirements as per Make in India Policy for Procurement Order Value less than of Rs.10 Crores. (as per Clause - 35.8(a) of Special Conditions of Contract)(as per Proforma-9)	Yes	Yes	Allowed (Optional)
4	Uploading of Proforma of Certificate on percentage of Local Content as per Make in India Policy for Procurement Order Value more than Rs.10 Crores. (as per clause - 35.8(b) of Special Conditions of Contract)(as per Proforma-10)	Yes	Yes	Allowed (Optional)

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5	The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.	No	No	Allowed (Mandatory)
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General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Tenderers are advised to read the instructions contained in the User Manual for Contractors for IREPS (Works Module) available in the learning centre in website www.ireps.gov.in before preparation of Bid Online.	No	No	Not Allowed
2	(a)The Tender Document on IREPS (Works Module) is having Nine (9) Parts viz., 1. NIT Header 2. Schedule 3. Items break-up 4. Eligibility Conditions 5. Compliance (Check List, Commercial, Technical) 6. General Instructions 7. Special Conditions 8. Undertakings 9. Documents attached with Tender (b) Documents attached with this tender are listed under Part 9 of Tender Document shall form part of the complete Tender Document/Contract Document for the tendered work. Tenderers are advised to read carefully all conditions contained in the aforesaid documents before preparing their bid. (c) To submit bid on line, the Tenderer shall navigate different tabs such as Eligibility Conditions, Compliance Conditions, General Instructions, Special Conditions, Technical/ Commercial Compliance Conditions, Undertakings, Checklists and other miscellaneous conditions included by the Railway in the tender document. It is also indicated against each condition whether the bidder is required to confirm whether he complies or not with the requirements of the condition (by clicking on the yes/no buttons), whether the bidder is allowed to enter his comments/remarks against the clause, and whether documents uploading against the condition is Allowed (Mandatory), Allowed (Optional) or Not Allowed. The tenderers are advised to read all the instructions/conditions contained in such documents carefully, before submitting their bid online.	No	No	Not Allowed
3	EMD is to be paid Online only. EMD in any other form shall not be accepted.	No	No	Not Allowed
4	EMD of those tenderers will be forfeited who resile from their offers within the validity period of the tender.	No	No	Not Allowed
5	Joint Venture is applicable for tenders valuing more than Rs.10.00 Cr. only.	No	No	Not Allowed
6	Tenderers are advised to submit scanned copies of all documents including notarized documents. The responsibility of submitting the correct documents lies with the tenderer. Tenderers may ensure that all scanned and uploaded documents are readable and that there are no errors/ omissions/discrepancies / over-writings anywhere in such documents before submitting online. Railway will not be responsible for any incomplete/erroneous documents uploaded.	No	No	Not Allowed
7	The tenderer shall not add any condition(s) on their own anywhere in their offer including documents uploaded with the offer. Any such conditions if stated and if are in violation of the Railways Tender conditions, may lead to summary rejection of the offer. Railway reserves the right to reject such offers summarily without assigning any reasons whatsoever.	No	No	Not Allowed
8	No post tender correspondence will be permitted and the tender shall be decided based on the documents submitted / attached with the offer only. However, Railway reserves the right to verify / seek for any clarification on the documents/credentials already submitted by the tenderer along with the offer.	No	No	Not Allowed
9	Railway reserves the right to verify/seek clarification from authority/professional who has issued Certificate towards Technical/Financial eligibility of the tenderer.	No	No	Not Allowed
10	Railway reserves the right to cancel the tender without assigning any reason thereof.	No	No	Not Allowed

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11	Railways reserve the right to reject any or all offers without assigning any reason thereof.	No	No	Not Allowed
12	If the Tenderer(s) deliberately give(s) wrong information in tender or create(s) circumstance for the acceptance of tender, Railway shall without prejudice to any other right or remedy, shall reject such offer at any stage and forfeit the amount deposited as Earnest Money besides suspending the business for a minimum period of Five years.	No	No	Not Allowed
13	An Certificate as per the format linked under heading Submission of Document Verification Certificate shall be scanned and submitted/attached with the offer. Failure to submit/attach the certificate with the offer shall render offer incomplete and such offer will be rejected summarily.	No	No	Not Allowed
14	Even for the working contractors of this Railway, the onus of establishing the credentials of the tenderers from the office records or otherwise does not lie with the Railway. Railway shall evaluate the offer only from the certificates/documents which are submitted / attached with the offer.	No	No	Not Allowed
15	The Tenderer(s) shall keep the offer open for a minimum period of 45 days in the case of Single Packet system of tendering and 60 days in the case of Two Packet system of tendering from the date of closing of the tender.	No	No	Not Allowed
16	If eligible L-1 tenderer resiles/withdraws offer after closing of the tender such tenderer shall be debarred from participation in the tender for this work, if the tender gets discharged due to tenderer resiling from the offer. The EMD shall be forfeited without prejudice to right of Railways to take any legal action as deemed fit against such tenderer.	No	No	Not Allowed
17	The General Conditions of Contract governing the performance of the works covered by this tender are the Indian Railway Standard General Conditions of Contract [IRSGCC] July 2020, as amended from time to time up to date. A soft copy of the Indian Railway Standard General conditions of Contract is given as attached documents to the tender for reference. Hard copy of IRSGCC-2020 (with up-to-date correction slip) may be perused in the office of the Divisional Railway Manager/ South Western Railway / Bengaluru - 560 023. The tenderer(s) is/are deemed to have fully read, understood and agreed all the provisions of the IRS General conditions of Contract including all corrections and Amendments issued up to date while submission of offer and any claim that the tenderer (s) is/are not aware of same shall not be entertained.	No	No	Not Allowed
18	Any queries can be mailed to srdste@sbc.railnet.gov.in sufficiently well in advance of the date of closing of the tender and not later than ten days before the date of closing of the tender. The queries may be replied depending upon the reasonableness of the query and availability of time.	No	No	Not Allowed
19	The decision of the Railway regarding the corrections/suitability of the certificates is final and binding on the tenderer. The tenderer shall not have any claim whatsoever in this regard.	No	No	Not Allowed
20	Unreleased EMD, if any, held with the Railway Administration shall not be adjusted towards the EMD to be remitted online for the present tender.	No	No	Not Allowed
21	The tenderers are advised to visit the site of work in their own interest and acquaint themselves with the site conditions and expected quantum of work. The rate should be quoted duly considering the site conditions. The tenderer shall not have any claim later whatsoever in this regard.	No	No	Not Allowed
22	Refund of EMD - (a) In Single Packet System, the EMD of the unsuccessful tenderers will be returned on finalisation / award of tender. (b) In case of Two Packet System, the EMD of the tenderers who do not get shortlisted on evaluation of technical bid will be returned by Railways. The price bids of shortlisted tenderers will be further evaluated for consideration and award of work and thereafter EMD of unsuccessful tenderers will be returned.	No	No	Not Allowed
23	In case the tenderer is a JV, the bid can be submitted online either by the JV itself, if the JV already exists (duly registered already before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908) by using Digital Signature of JV or alternatively, the bid can also be submitted by one of the members authorised by the JV to deal with the tender using the Digital Signature of such authorised member. In such cases, the JV shall mention this in the MOU.	No	No	Not Allowed

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24	Corrigendum Notice: For the purpose of Corrigendum in the tender, the Notice Inviting Tender (NIT) period is split as under: (a) Advertisement period: Time during which all information pertaining to tender shall be available but offers cannot be submitted. (b) Offer submission period: Fifteen days prior to closing of tender during which tenderers can submit their offers. Issue of corrigendum will be done only during Advertisement period. No corrigendum will be issued during offer submission period. However, the tenderers may note that for cases requiring corrigendum during offer submission period, the tender under the said Tender Notice may be cancelled at the discretion of Railways and shall be re-tendered.	No	No	Not Allowed
25	Mobilisation Advance is applicable for advertised Tender value of more than Rs.25.00 Crore. Tenderers may read the terms and conditions for grant of such Mobilisation Advance given in the Tender Document. The rate of interest will be as notified by Railway Board in advance of each financial year and will be applicable for tenders opened in that financial year. Tenderers may submit their request for grant of Mobilisation Advance in Proforma-8 attached with Tender Document.	No	No	Not Allowed
26	An individual / Proprietor / Partnership Firm / Company /JV/HUF/LLP Firm/Registered Society & Registered Trust can submit only one offer either in his/their individual capacity or as a Proprietor or as a partner of Partnership firm/JV/HUF/LLP Firm/Registered Society & Registered Trust or as a Director of any Company etc. In case of more than one offer received and any person is also a Proprietor/Partner of Partnership Firm/JV/HUF/LLP Firm/Registered Society & Registered Trust or Director of any Company which also participated in the same tender, then all such offers shall be considered as "Invalid".	No	No	Not Allowed
27	The tenderer shall quote his rate as a percentage above or below or at par with the Schedule of Rates except where he is required to quote item rates and must tender for all the items in the Schedule of Quantities as appearing in the Financial Offer Page. The tenderer can also offer rebate (in percentage) on the Gross Bid value in the rebate field provided on the Financial Offer Page. The Net Bid value shall be calculated by applying rebate on the Gross Bid value. The offers shall be ranked on the basis of the Net Bid value.	No	No	Not Allowed
28	Instructions regarding applicability of Price Variation Clause (PVC) is contained in the Tender Documents. Tenderers are advised to read such conditions before preparing their bid.	No	No	Not Allowed
29	The offer shall be submitted by the tenderer or the person authorised by the tenderer to digitally sign the tender documents / contract documents on behalf of the tenderer.	No	No	Not Allowed
30	The detailed item description of NON-SOR items is given in the document attached with the tender. Tenderers are advised to read carefully before preparing their bid.	No	No	Not Allowed
31	The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorised representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as documents supporting the claim of qualifying the laid down eligibility criteria, will be considered for evaluating his/their tender.	No	No	Not Allowed
32	The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.	No	No	Not Allowed
33	In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (Five) years.	No	No	Not Allowed

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34	STUDY OF DRAWINGS AND LOCAL CONDITIONS: The drawings for the works can be seen in the office of the Sr.DSTE, 3rd Floor, Divisional Railway Manager building, Bangalore, 560023. It should be noted that these drawings are meant for general guidance only and Railway may suitably modify them during the execution of work according to the circumstances without making the Railways liable for any claims on account of such changes. If there is any variation between the description in the tender and the detailed plans, the Engineer-in-Charge will operate the correct description and his decision is final and binding on the tenderer/Contractor. The Tenderer/ Contractor is required to inspect the sites of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials, space and other factors relating to the works, availability of labour, electricity and water, etc., before quoting his rates. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of works described in the schedule. The Tender submitted will be deemed to have been made after such inspection.	No	No	Not Allowed
35	DRAWINGS FOR WORKS: The percentage rates for the schedule items and itemized rates for the non-scheduled items quoted by the tenderer as may be accepted by the railways will, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/ or the manner of executing the work. It should be specifically noted that some of the detailed drawings may not have been finalised by the Railway and will, therefore, be supplied to the contractor as and when they are finalised on demand. No compensation whatsoever on this account shall be payable by the Railway Administration. No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the works arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or detailed drawings and design and/or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	(a)All rates shall be inclusive of all taxes, duties, charges, royalties etc. as applicable from time to time. In this regard tenderers may refer IRSGCC 2020 with latest correction slips issued from time to time and Special Conditions of Contract (SCC) attached with Tender Document. (b)Royalty charges will be regulated as per Special Conditions of Contract attached with Tender Document.	No	No	Not Allowed
2	Unless otherwise explicitly specified, this tender is not a composite tender.	No	No	Not Allowed
3	Unless otherwise explicitly specified, incentive bonus payment clause is not applicable.	No	No	Not Allowed

**BANGALORE DIVISION-S AND T/SOUTH WESTERN RLY
TENDER DOCUMENT**

Tender No: Fire_Alarm_7stns

Closing Date/Time: 03/05/2021 15:00

4	A. An offer shall become invalid:- (i).If the requisite EMD is not paid online (ii).If the offer is not submitted in the name of tenderer. (iii).If the offer is not digitally signed by the tenderer / by the Attorney / by the person authorized by the tenderer to sign and submit the tender on his / their behalf. (iv).If any Individual/ Proprietor/ Partnership Firm/ Company/ JV/ HUF/ LLP Firm/ Registered Society & Registered Trust uploads more than one offer either in his/their individual capacity or as a Proprietor or as a Partner/ Member of Partnership Firm/ JV/ HUF/ LLP/ Registered Society & Registered Trust or as a Director of any Company etc. B. An offer shall become incomplete and will get summarily rejected, if the following are not submitted: (i).Documents as applicable in case of Proprietary Concern / Partnership Firm / JV / Company / HUF / LLP Firm / Registered Society & Registered Trust, etc. (ii).Certificate as per the format linked under heading Submission of Document Verification Certificate. (iii).Proforma-3 (Bid Capacity) and Proforma-3A duly verified and certified by Chartered Accountant towards bid capacity requirement (If applicable). (iv).Any other document required for evaluation of the bid. C.An offer shall become ineligible if: The tenderer adds any condition on his / their own (anywhere in the e-offer), which is in violation of the Railway's Tender Conditions. D. An offer shall become ineligible for award of the tendered work if the tenderer does not fulfil the Eligibility Conditions, (Standard Financial Eligibility Criteria, Standard Technical Eligibility Criteria and Bid Capacity as applicable) prescribed in the Tender Documents.	No	No	Not Allowed
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Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Declaration regarding Employment of Retired Engineer/Retired Railway Officer (Proforma - 7).	Yes	Yes	Allowed (Optional)
2	List of Machinery, Tools, Plants & Staff to be Deployed on this work (Proforma - 4B).	Yes	Yes	Allowed (Mandatory)
3	Uploading of method statement (as per proforma-15)	No	No	Allowed (Mandatory)

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/ We have visited the works site and I / We am / are aware of the site conditions	No	No	Not Allowed
2	I/we have read the various conditions of this Tender Document (including documents attached with the Tender Document) and agree to abide by the said conditions. I/we have also perused the Contract Documents (i.e., the Indian Railways Standard General Conditions of Contract 2020 including correction slips issued from time to time, Special Conditions of Contract and Special Specifications, Regulations to Tenderers (for the guidance of Engineers and Contractors for S&T Works under Works Contracts), Additional Special Conditions, Technical Specifications and Technical Conditions and the SOR-2011 of the Southern Railway and all other documents attached to the Tender and that I/we am/are fully aware that I/we will have to perform the contract if my/our Tender is accepted subject to the Contract Documents complete aforesaid. I/we offer to do the work for South Western Railway at the rates quoted in the SCHEDULE and hereby bind myself/ourselves to complete the work in all respects within the completion period as given in the Tender Document/Contract Document from the date of issue of the Letter of Acceptance.	No	No	Not Allowed
3	I/we also agree to keep this offer open for acceptance for a period of 45 days in case of SINGLE PACKET SYSTEM and 60 days in case of TWO PACKET SYSTEM from the date fixed for closing of the bid and will not resile from offer or modify the terms and conditions thereof in a manner not acceptable to Railways and in any default thereof, I/we will be liable for forfeiture of my/our Earnest Money.	No	No	Not Allowed
4	The requisite amount towards EMD is paid online. I/We are aware that the full value of the Earnest Money Deposit (EMD) shall stand forfeited without prejudice to any other rights or remedies in case my/ our e-offer is accepted and if:	No	No	Not Allowed

**BANGALORE DIVISION-S AND T/SOUTH WESTERN RLY
TENDER DOCUMENT**

Tender No: Fire_Alarm_7stns

Closing Date/Time: 03/05/2021 15:00

4.1	A) I/We do not execute the contract documents within seven days after receipt of notice issued by the railway that such documents are ready.	No	No	Not Allowed
4.2	B) I / We do not commence the work within fifteen days after receipt of orders to that effect.	No	No	Not Allowed
4.3	C) I / We do not submit a Performance Guarantee in any of the forms as prescribed.	No	No	Not Allowed
5	I am the authorised person to represent the tendering firm and I am authorised to digitally sign the tender documents and all the other documents on behalf of the firm. I am fully aware that the offer will get summarily rejected if the offer is digitally signed by any person other than the person who is authorised to digitally sign and submit the Tender Document on behalf of the tendering firm.	No	No	Not Allowed
6	I / We hereby certify that all the statements and documents scanned and submitted with my / our offer are true and correct.	No	No	Not Allowed
7	I am / we are aware of the fact that this offer is made in the full understanding that the Railway reserves the right to verify all statements, information and documents submitted in tender offer, and when it is so required by the Railway, I / We shall make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve me/us of my/our obligations or liabilities nor will it affect any rights of the Railway.	No	No	Not Allowed
8	I / We (including our constituents) have not been blacklisted or debarred by Railways or any other Ministry/Department of the Government of India / any State Government/ Public Sector Undertaking of the Government of India/State Government from participation in tenders/contracts as on the date of opening of bids, either in our Individual capacity OR as Proprietary Concern/Firm OR as Company OR Limited Liability Partnership Firm OR Registered Society & Registered Trust OR as Partner/Member of Partnership Firm/JV in which we were/are partners/members. Concealment/ wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.	No	No	Not Allowed
9	I / We are aware of the fact that Firm/Company/Individual Owner/Proprietor etc. will be legally liable and accountable for all activities performed by the authorized signatories through the IREPS website. I/We keep the list and details of the authorized signatories updated at all times and remove the name of the authorized signatory immediately if he/she leaves the company. In case of failure to do so, the Firm/Company/Individual Owner/ Proprietor will be held liable for actions of such signatory.	No	No	Not Allowed
10	I/We are fully aware that an individual / Proprietor / Partnership Firm / Company /LLP Firm/ JV /HUF/Registered Society & Registered Trust can upload only one offer either in my / our individual capacity or as a Proprietor or as a partner of partnership firm /LLP Firm/ JV / HUF / Registered Society & Registered Trust or as a Director of any Company etc. and in case more than one offer is received by Railways then such offers (including my/our offer) shall be considered as "Invalid".	No	No	Not Allowed
11	Until a formal agreement is prepared and executed, acceptance of this offer will constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
12	I/we also undertake to carry out the work in accordance with said plans, specifications and Conditions of Contract, and to find and provide such of the materials (other than those to be supplied by the Railway) for, and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative(s) within the period specified and to maintain the same for the period and the manner provided for in the conditions of contract.	No	No	Not Allowed
13	I/We also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.	No	No	Not Allowed

**BANGALORE DIVISION-S AND T/SOUTH WESTERN RLY
TENDER DOCUMENT**

Tender No: Fire_Alarm_7stns

Closing Date/Time: 03/05/2021 15:00

14	I /We declare that the information and documents submitted along with the tender be me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.	No	No	Not Allowed
15	I/We understand that if the certificates regarding eligibility criteria and any other information submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire Indian Railway. Further, I/We and all my/our constituents understand that my/our offer shall be summarily rejected.	No	No	Not Allowed
16	I/We also understand that if the certificates regarding eligibility criteria and any other information submitted by us are found to be false/forged or incorrect at any after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire Indian Railway.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	SCC7stn_Fire_Supn2.pdf	Special condion of the Tender
2	Regulations_to_Tenderers_21-12-2020.pdf	Regulations to Tenderers
3	GCC_July_2020.pdf	GCC 2020
4	proforma_23_10_2020.pdf	Proformas
5	ModeofPayementasLetterofCredit.pdf	Conditions on Letter of Credit

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

Signed By: P S ALAWA

Designation : Sr.DSTE/SBC

SOUTH WESTERN RLY

**BANGALORE
DIVISION-S AND T
Sr.DSTE Bangalore,
Bangalore, 560051
Karnataka, India**

**Letter No: BANGALORE DIVISION-S AND T /
Fire_Alarm_7stns / 00912550043110**

Dated: 09/10/2021

**M/s PRUDENT CONTROLS PRIVATE LIMITED-
NAVI MUMBAI.**

91 B, Kamgar Nagar, S.G. Barve Road,
Near Vishal Tower no 2 , Mumbai
Navi mumbai.- 400024
Maharashtra, India

Sub: Letter Of Acceptance

- Ref:**
1. Tender No. Fire_Alarm_7stns closing date 03-05-2021 15:00 for Provision of smoke, fire detection, alarm and suppression system (Relay room, power/equipment room and panel room) at 7 stations (SBC, BNC, BYPL, CSDR, KJM, BWT and YPR) over SBC division.
 2. Your bid ID **12328650** dated **03/05/2021 13:23**
 3. Your Negotiation bid IDs [**12950982** dated **04/10/2021 17:50**]

The Competent Authority has accepted your offered rates in connection with the subject work. The total cost of the work at the accepted rates works out to Rs. 11402994.4 (Rupees One Crore Fourteen Lakh Two Thousand Nine Hundred And Ninety-Four Rupees And Fourty Paise Only)

A sum of Rs.00 deposited as Earnest Money vide IREPS reference ID 00 has been retained towards initial Security Money for due and faithful fulfillment of the contract, and the balance Security Money will be recovered from the progressive bills @ 6 % of the bill amount till it reaches 5 % of the contract value in terms of clause 16 (1) of Part-II, Standard GCC, July 2020. Balance SD amount is Rs 5,70,150/-

You are requested to submit Performance Guarantee in the form as given in Clause 16 (4) of Part-II, Standard GCC, July 2020 equivalent to 3 % of the contract value amounting to Rs. 342089.83 (Rupees Three Lakh Fourty-Two Thousand And Eighty-Nine Rupees And Eighty-Three Paise Only) within 21 days from the date of issue of Letter of Acceptance, valid up to stipulated date of completion plus 60 days so that contract agreement can be executed. Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one)days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.

The entire work shall be completed within 4 month from the date of issue of Letter of Acceptance.

CONSERVANCY CESS CHARGES: Conservancy cess charges from different categories of contractors will be recovered as mentioned in Special Conditions of Contract

Spl.Condition (1): It may also be noted that, by issue of this Letter of Acceptance, contract with Railway shall be deemed to have been entered into and is binding on you. This Letter of Acceptance is being sent via email. Please arrange to acknowledge the same, in token of your acceptance of this letter within 7 days certain. Otherwise, it may be determined that you have abandoned the contract and your offer and the acceptance thereof shall be treated as cancelled and the Railways shall be entitled to take action as per Bid Security declaration for such default

Spl.Condition (2): You Should execute the agreement for this work within seven (7) days after the receipt of notice by Railway regarding readiness of the Agreement

Spl.Condition (3): In case of abandoning of the work, the PG available with the railways is liable to be forfeited without prejudice to any other rights or remedies to the Railways under the terms and conditions

Spl.Condition (4): Items no.13, 14, 15, 16, 17, 18 & 19 of Schedule of work has been accepted as a special case on Higher side

Spl.Condition (5): Please acknowledge the receipt of this letter & report to ADSTE/II/SBC for execution of the work and taking further instructions

Condition (6): Item No. 24 of shedule of work stands deleted.

Copy to: Sr.DFM/SBC for kind information.

Copy to: ADSTE/SBC, ADSTE/I/SBC and ADSTE/II/SBC for information and ADSTE/II/SBC will be officer incharge for the work

Copy to: SSE/S/BYPL will be supervisor in charge for the work and will record the eMB

All Other terms and conditions, as stipulated in the tender documents shall be applicable.

P S ALAWA
Sr.DSTE/SBC
Digitally Signed
[View Signature Details](#)

Awarded Quantities And Rates

Item Sno.	Item Desc	Item Code	Item Qty	Qty Unit	Unit Rate (Rs)	Escl. (%)	Advt.Value (Rs)	Bid Rate/ Unit Rate	Bid Amount (Rs)
Schedule A-NON SOR Items (Item Directory - Not Applicable)							16648428.00		
01	Supply of single Loop Analog addressable Fire Alarm system with loop the panel shall have a built in power supply and battery charger. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.	01	7	Numbers	204683.00	At Par	1432781.00	98000.00 Rs/Unit	686000.00
02	Supply of Multi Sensor detector Dual Optical/Thermal with rotatries and back boxes including base. RDSO Spec.	02	105	Numbers	9800.00	At Par	1029000.00	3300.00 Rs/Unit	346500.00

	No.RDSO/SPN/217/2018 Ver.2.0 or latest.								
03	Supply Installation Testing and Commissioning of aspiration type smoke detector. Highly sensitive smoke aspiration system for monitoring of rooms and equipment's for earliest possible fire detection For Relay rooms	03	7	Numbers	450000.00	At Par	3150000.00	250000.00 Rs/Unit	1750000.00
04	Supply of Addressable Single action indoor manual call point with back box(RED) and also including key. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.	04	7	Numbers	7965.00	At Par	55755.00	3494.40 Rs/Unit	24460.80
05	Supply of Sounder having range of 81 dbA to 92 dbA. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.	05	14	Numbers	7500.00	At Par	105000.00	3091.20 Rs/Unit	43276.80
06	Supply of Intelligent addressable Output module having facility to activate sounders etc. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.	06	14	Numbers	6561.00	At Par	91854.00	3024.00 Rs/Unit	42336.00
07	Supply of Intelligent addressable input module for monitoring purpose. RDSO Spec. No.RDSO/SPN/217/2018 Ver.2.0 or latest.	07	28	Numbers	7611.00	At Par	213108.00	3024.00 Rs/Unit	84672.00
08	Design and supply of 100Ltrs Cylinder with valve and warning sign boards.[Make: siemens or ansul or similar specifications, product should be Underwriters Laboratories(UL) listed.] RDSO Spec. No. RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	08	7	Numbers	125000.00	At Par	875000.00	125000.00 Rs/Unit	875000.00
09	Design and supply of 67.5Ltrs Cylinder with valve and warning sign boards.[Make: sinorix 1230 or ansul or similar specifications, product should be UL listed RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	09	7	Numbers	103000.00	At Par	721000.00	102950.40 Rs/Unit	720652.80
10	Supply of 3M Novec 1230/ FK-5-1-12 Fire Protection fluid factory fill in the above cylinders RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	10	1350	Kg	4000.00	At Par	5400000.00	2755.20 Rs/Unit	3719520.00
11	Supply of Master Cylinder Accessories listed below specifications, product should be Underwriters Laboratories(UL) listed.] includes a. Pr.Guage + Low Pr.Supervisory Switch b. Electromagnetic Actuator c. Manual Actuator d.Pneumatic Actuator e. Flexible Discharge Hose f.	11	7	Set	65000.00	At Par	455000.00	65000.00 Rs/Unit	455000.00

	Flexible Actuation Hose g. Tee As per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.								
12	Supply of End Slave Cylinder Accessories listed below [Make: siemens or ansul or similar specifications, product should be Underwriters Laboratories (UL) listed.] a. Pr. Guage + Low Pr. Supervisory Switch b. Electromagnetic Actuator c. Flexible Discharge Hose d. Flexible Actuation Hose e. Tee g. Elbow As per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	12	7	Numbers	38000.00	At Par	266000.00	38000.00 Rs/Unit	266000.00
13	Supply of check valve [Make: siemens or ansul or similar specifications, product should be UL approved.] as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	13	14	Numbers	16000.00	At Par	224000.00	22176.00 Rs/Unit	310464.00
14	Supply of discharge Nozzles [Make: siemens or ansul or similar specifications, product should be UL approved.] as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	14	28	Numbers	4200.00	At Par	117600.00	6000.00 Rs/Unit	168000.00
15	Supply of pressure switch suitable to above cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	15	14	Numbers	6800.00	At Par	95200.00	21504.00 Rs/Unit	301056.00
16	Gas Release panel with battery back up. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	16	7	Numbers	25000.00	At Par	175000.00	35000.00 Rs/Unit	245000.00
17	Supply of manual Abort switch suitable to above cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest	17	7	Numbers	4000.00	At Par	28000.00	2016.00 Rs/Unit	14112.00
18	Supply of manual release switch to cylinders. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	18	7	Numbers	4000.00	At Par	28000.00	2016.00 Rs/Unit	14112.00
19	Supply of schedule 40 seamless Pipes as per ASTM A 106, Gr. B, Sch 40, with Fittings confirming to ASTM A 105, Sch 40. including pipe supports, painting, etc. for the protected room up to the cylinder banks, this includes for relay & power room. [make :TATA or Jindal or similar]. as per RDSO/SPN/218/2016 Ver.1.0 df2 or latest.	19	7	Numbers	80000.00	At Par	560000.00	80000.00 Rs/Unit	560000.00
20	Supply of unarmored Fire Survival circuit integrity cable (inside Only)	20	1100	Metre	218.30	At Par	240130.00	174.72 Rs/Unit	192192.00
21	Supply of 2cx1.5 sq mm shielded ATC frls armoured cables. [product should ISI marked]	21	1000	Metre	140.00	At Par	140000.00	80.64 Rs/Unit	80640.00

22	Gas Manifold for two cylinders made of sch 40 seamless pipe with required couplings, end cap, etc.[make :TATA or Dindal or similar].	22		7	Numbers	28000.00	At Par	196000.00	18000.00 Rs/Unit	126000.00
23	Supply, Installation of Air sampling CPVC Pipes with all required accessories	23		7	Numbers	40000.00	At Par	280000.00	18000.00 Rs/Unit	126000.00
24	Supervision, programming , testing & Commissioning charges for Aspiration smoke detection	24	0.00		Numbers	45000.00	At Par	0.00	18000.00 Rs/Unit	0.00
25	Installation ,Testing & commissioning of Fire Alarm System	25		7	Numbers	55000.00	At Par	385000.00	18000.00 Rs/Unit	126000.00
26	Installation ,Testing & commissioning of fire Suppression System	26		7	Numbers	55000.00	At Par	385000.00	18000.00 Rs/Unit	126000.00
Schedule Totals								11402994.40		
Total Value								16648428.00		11402994.40
								Rebate on Total Value (%)		0.00
								Net Bid Value		11402994.40

Item Breakup

No break up item added

SPECIAL CONDITIONS OF CONTRACT

1. The Indian Railway Standard General Conditions of Contract, i.e., IRSGCC-2020 has been published in the month of July -2020. However, intending bidders are requested to acquaint themselves with all the conditions of IRSGCC-2020 before participation in tender. Copy of IRSGCC-2020 can be downloaded from the DOCUMENTS attached along with this tender.

2. The following Special Conditions of Contract (SCC) are supplement to the Indian Railway Standard General Conditions of Contract, PART-II of IRSGCC-2020 read along with up to date correction slips. Where the provisions of Special Conditions of Contract (SCC) are at variance with the IRS General Conditions of Contract (IRSGCC-2020) including Correction Slips, these Special Conditions shall prevail.

3. SCOPE OF WORK

The scope of this work broadly includes,

3.1. Product must be confirming to RDSO Spec. No RDSO/SPN/218/2016 Ver 1.0 df2 & RDSO Spec. No RDSO/SPN/217/2018 Ver 2.0 or latest as mentioned against tender schedule.

3.2. All necessary communication equipment and interface equipment required for Fire Detection and Alarm system shall be supplied by contractor.

3.3. Railway will provide stabilized 24V DC or un-stabilized 110V AC, all other voltages required for Fire Detection and Alarm system working shall be arranged by the contractors as per site requirements.

3.4. Before installation, contractor has to submit the configuration drawing duly indicating the position of detection points, manual call points, placement of fire extinguishers etc to railway for approval of drawing.

3.5. Contractor has to supply maintenance tool kit if any for maintaining of the devices and equipment along with the products and equipments.

3.6. Contractor should arrange six sets of printed and soft copies of Installation, maintenance, trouble shooting and user manuals along with product.

3.7. Contractor should arrange training at site or factory premises for Railway officials, supervisors and staff which are essential for installation, maintenance and trouble shoot of the system.

3.8. Installation should be confirming to RDSO Spec. No RDSO/SPN/218/2016 Ver 1.0 df2 & RDSO Specification No. RDSO/SPN/217/2018 Version No. 2 or latest.

3.9. Tenderer shall supply materials from "RDSO approved vendors" or "Vendors approved for Developmental orders" as on date of Tender opening.

The work shall be carried out according to the technical specifications referred; drawings approved by the Railways and shall conform to the provision of Signal Engineering Manual and schedule of dimensions. The contractor shall be solely responsible for the proper execution of the work as per specification.

RAILWAY SHALL PROVIDE THE FOLLOWING:

Signaling cables, point machines, Relays and Location boxes or any other materials which are not in the scope of contract

5. COMPLETION PERIOD OF WORK: 04 (FOUR) Months

6. MAINTENANCE:

6.1. The contractor shall maintain the executed work in all respect including material & works for any defect & fault for a period of 12 months from the date of issue of Provisional Acceptance Certificate entirely free of cost including repairing of cards and equipment without any additional cost of spares and repairs etc. This 12 months period shall be referred as Maintenance Period.

6.2. Provisional Acceptance Certificate shall be issued only, when work is completed at site in all respect, station is commissioned and items recorded in the pending notes are complied.

7. WARRANTY:

7.1. The contractor shall warranty that all materials and equipment to be supplied and installed as per this tender shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specification.

7.2. This warranty shall be for a period of 12 Months from the date of completion of the work, i.e. date of issue of the Provisional Acceptance certificate as defined in Para 6.2 above.

7.3. During the period of Warranty, the Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him which is of defective manufacture or defective designer defective material/component becomes unworkable due to any cause whatsoever. The decision of Railway to attend to any damage or defect in work shall be final and binding on the contractor.

7.4. If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the provision of this clause shall apply to the expiry of six months from the date of which replacement or renewal or until the end of the warranty period whichever may be later. If any defect is not rectified within reasonable time, the Railway may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.

7.5. All inspections, replacements or renewals carried out by the contractor during the warranty period shall be subject to the same conditions of the contract.

7.6. All replacement and repairs and design change that the Railway shall call up on the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month, promptly and satisfactorily.

7.7. The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

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

1. VARIATION IN QUANTITIES:

8.1. The drawings referred to in the list of plans, if any, are intended only to give a rough and general idea of the location and approximate details of work to be done. No claim whatsoever will be admissible in respect of any alteration/ addition/ deletion/ change in the type of works/ change in locations.

8.2. The quantities of various items given in the Schedule for the works to be executed are only approximate and are only for the guidance of the tenderer/ contractor. As far as possible, they have been assessed correctly but are likely to vary during the execution of the work. The contractor's attention is drawn to clause 42 of the General Conditions of Contract dealing with variation in quantities.

8.3. Variations in quantities during execution of works contracts

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

8.3.1. In cases where Increase is involved during execution of contract:

(i). The accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work.

(ii). The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii). In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates.

(a). Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b). Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(c). Variation in quantities of individual items beyond 150% shall be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d). The limit of varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

(iv). In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v). In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi). As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (Single percentage rate or individual item rate).

8.3.2. In cases where decrease is involved during execution of contract:

(i). The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

(ii). For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of Competent Authority may be taken as per extant instructions issued by Railway from time to time, after obtaining "No Claim Certificate" from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(iii). It should be certified that the work proposed to be reduced will not be required in the same work.

2. VITIATION CLAUSE: Vitiating during Variation in Contract Quantities

9.1. A contract shall be considered "vitiating" only when, the following percentage variations in contract value between tenderers are noticed to have been exceeded.

SN	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1.	Small value contracts (Tender Value less than Rs 50 lakh)	10
2.	Other than small value contracts (Tender Value equal to or more than Rs. 50 lakh)	5

9.2. When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

9.3. The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

9.4. The above shall be regulated as under:

(i). The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender.

(ii). Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.

(iii). Railway shall exercise control over the aspect of vitiating of tender with respect to variation in quantities and shall make all efforts that no vitiating takes place in normal circumstances.

3. EARNEST MONEY, SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:

10.1. The provisions regarding Earnest Money shall be governed vide Clause 5 of Part-I and Clause 6 of Annexure-I of IRSGCC – 2020 and Security Deposit & Performance Guarantee shall be governed vide Clause 16 of Part-II of IRSGCC – 2020 as amended from time to time.

10.2. Refund of Security Deposit: Refund of Security Deposit shall be governed by clause 16(2)(i) of IRSGCC 2020.

4. INCOME TAX:

Income tax will be deducted at 2% (two percent) and also surcharge if any at source from each bill unless otherwise authorized by the Income-Tax department.

5. TAXES AND ROYALTY CHARGES:

12.1. This tender falls under the category of Works contracts which attract provisions of GST under Central Goods and Services Taxes, 2017. All the bidders/ tenderers should ensure that they are GST compliant and their quoted tax structure/ rates are as per GST law. The TDS on GST @ 2% or as amended from time to time shall be recovered from the running on-account bills.

12.2. Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”: The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from Contractor’s bills as per provisions of the Act subject to amendments, if any, in the Act from time to time.

12.3. Rates, GST exemption & Format for bill of Supply:

12.3.1. The rate quoted by the tenderer should take into account applicable GST and Cess on GST (if any) thereof. Railway will not pay any such charges levied upon tenderer and tenderer will only be paid at the rate accepted by the Railway administration under the Contract.

12.3.2. GST exemption for Railway equipment and materials moved by Indian Railways for its own consumption across various states:

(i). As per section 31(3)(C) of the CGST Act – 2017, Bill of Supply in a prescribed format as mentioned in Rule no. 49 of Chapter VI of the CGST Rules- 2017 accompanying such consignments, has to be issued by Railways while transferring goods that are considered as exempted in case the value is more than Rs.200/-. Transfer of goods/stores from one State/UT to another State/UT is considered to be an exempted activity as per section 7(1) of the CGST Act - 2017 read with clause 1(b) of Schedule II of the CGST Act – 2017.

(ii). While transferring Railway Materials from the Depot/Workshop/Shed/Stock holder in one State to another State, it may be ensured that the Bill of Supply accompanies such consignments. A declaration may also be given in the Bill of Supply that-

“This transfer of Railway Materials [*description of material to be indicated*] from the Depot/workshop/Shed/Stock holder of --- [*Name of the Zonal Railway and the State (Originating Depot), GSTIN*] to the Depot/workshop/Shed/Stock holder of ----- [*Name of the Zonal Railways and the State (Destination), GSTIN*], is without any transfer of title of the said goods, and is treated as supply of service between two distinct persons as defined in section 25(4) of the CGST Act, 2017 (CGST Act, 2017). As per Section 7(1) of the Central Goods and Services Tax Act, 2017 (CGST Act, 2017) read with Clause 1(b) of Schedule II of the CGST Act, 2017, this inter-state supply of service by the Central Government (Ministry of Railways) to Central Government (Ministry of Railways) is exempt from the levy of IGST vide Sl.No.8 of the Notification No. 9/2017 – Integrated Tax (Rate) dated 28.06.2017”.

12.3.3. Format for Bill of supply:

- (i). Name, address and Goods and Services Tax Identification Number of the supplier;
- (ii). A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters –hyphen or dash and slash symbolized as “-” and “/” respectively, and any combination thereof, unique for a financial year;
- (iii). Date of its issue;
- (iv). Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
- (v). Harmonised System of Nomenclature Code for goods or services;
- (vi). Description of goods or services or both;
- (vii). Value of supply of goods or services or both taking into account discount or abatement, if any; and
- (viii). Signature or digital signature of the supplier or his authorized representative:

Provided further any tax invoice or any other similar document issued under any other Act for the time being in force in respect of any non-taxable supply shall be treated as a bill of supply for the purposes of the Act.

12.4. Tenderer should quote his/their rates taking into consideration the above complete and no claims whatsoever made by the contractor shall be entertained. This clause is an Excepted Matter as per Clause 63 of General Conditions of Contract and in case the Contractor resorts to claims and demands arbitration, the same shall be excluded from arbitration at all stages.

12.5. Tenderers may specifically take note of instructions regarding payments of contractual bills, the extract of which is available at Clause 28 of Special Condition of Contract.

12.6. RECOVERY OF ROYALTY CHARGES:

12.6.1. Royalty charges/seigniorage on supply of Contractor's own earth, ballast, moorum, and blanketing as fixed by the respective State Government (Karnataka, Andhra Pradesh, Tamil Nadu, Kerala, Maharashtra as the case may be) as prevailing on the date of opening of tender as per extant notification of respective State government will be recovered by the Railway from the contractors through on account and final bills and will be remitted to the State Government. The rates quoted by the tenderer shall be inclusive of these charges. However, no royalty charges/fee shall be recovered from the bills of the contractor, if the contractor produces documentary evidence e.g., transit pass issued by State Government Officials in token of having paid royalty fee in such cases, the genuineness of such documentary evidence produced along with proof of payment of royalty charges, shall be got verified by the Railway from concerned Mining and Geology Department.

Any instructions issued by Department of Mines & Geology from time to time shall become applicable automatically in addition to the conditions contained herein.

12.6.2. Increase in Royalty charges during currency of contract:

(a). When Royalty charges are recovered from contractor's CC/Final bills and remitted to Mining department (of the concerned State Government) by Railway: The increased amount will be recovered by the Railway from the contractor's "on account" and "final bills" and remitted to the State Government on receipt of the State Government orders to that effect. However, the Railway shall reimburse the additional liability to the contractor, provided that the work executed falls in the original completion period of the work or in the extended period granted on administrative grounds i.e., 17-A(i)(ii) or (iii) of GCC.

As such, claims regarding reimbursement due to increase in seigniorage charges shall not be payable for work executed in the extended period granted on contractors account under Clause 17(B) of GCC

(b). When royalty is paid directly by the contractor to Mining department : In such cases, the increase in royalty charges over and above that prevailing on the date of tender opening, shall be reimbursed to the contractor on production of documentary proof of payment of royalty at such increased rate. However, no reimbursement shall be made for such cases where time extension has been granted under Clause 17(B) of GCC on contractors account.

12.6.3. Decrease in Royalty charges during currency of the contract:

(a). When Royalty is recovered from contractor's CC/Final bills and remitted to Mining department (of the concerned State Government) by Railways: The recovery of Royalty charges from the contracts "on account" and "final bills" will be made as per the rate prevailing as on the date of Tender Opening but not at the reduced rate. However, remittance of royalty to the Mining Department shall be made as per the reduced rate and the benefit of reduction in rates shall be passed on Railways.

(b). When Royalty is being paid directly by the contractor to Mining department: The difference in the rate of royalty will be recovered from the contractor's CC/Final bills and shall be retained by the Railways.

12.6.4. A register shall be maintained by Sr.DSTE/Executive Engineer/Construction concerned in which the entries should be made regarding the documentary evidence i.e., Serial No. of "transit passes" issued by concerned authority showing proof of payment of royalty charges, for each bill. Relevant entries shall also be made on receipt of verified document from Mines & Geology department of State Government against the particular bill and "Transit pass". The verified "Transit passes" shall be scored out with cross mark with an endorsement "Accounted against CC/Final Bill No. _____ dated _____ for Agreement No. _____". These passes shall be kept on record for subsequent verification till closure of the contract. The register should be page numbered and one page allotted to one contract. The reference where the verified, "Transit pass" is filed shall also be made on the register.

6. EXECUTIVE IN-CHARGE OF WORKS will be indicated at the time of Issue of Letter of Acceptance.

7. STORES DEPOT FROM WHERE THE MATERIALS SUPPLIED BY RAILWAYS ARE TO BE COLLECTED BY THE CONTRACTOR.

Sr.DSTE/SBC nominated store.

8. CONSIGNEE'S RIGHT OF REJECTION:

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

15.2. When any stores delivered at the consignee's depots are rejected, this shall be removed by the contractor within 15 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.

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

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

9. INSPECTION AND MAINTENANCE OF SITE:

16.1. The Contractor before tendering shall inspect the site of work, examine the nature of soil to be excavated, nature of work to be executed, check up the availability of working space and other constraints if any and also acquaint himself of the available access to the site of work and make due provision in the rate for all such contingencies.

16.2. The contractor shall make his own arrangement for site clearance without any extra payment. If any heavier materials like Cable drums, point machines etc., are to be shifted from the site of work, the same should be carried out by the contractor for which separate payment will be made under relevant items of SOR 2011(Southern Railway), whichever is applicable. Contractor is also responsible to clear all construction debris, labour camps, and surplus materials from site of work without any extra payment as and when these are not required for the progress of the work.

10. SERVICE ROADS:

The Railway does not undertake to provide any service roads for the movement of the contractor's vehicles. The contractor can however make use of the service roads, where they exist free of charge. However, the railway shall not undertake to maintain them and the contractor shall maintain the mat his own cost. In other places, the contractor should make his own arrangements for the movement of the vehicles and no extra rate shall be paid for this. The Railway reserves the right to make use of the roads formed and maintained by the contractor, as and when necessary, without any payment to the contractor. In the event of the contractor forming the service roads where Railway land is not available or cannot be given by the Railway for this purpose, it shall be clearly noted that the contractor shall make his own arrangements for obtaining the required land and the Railway shall not take any responsibility in this respect and shall not compensate the contractor in anyway.

11. WATER AND ELECTRICITY FOR WORKS:

18.1. Water: The Contractor shall make his own arrangements within his quoted rates for necessary water required for the performance of the contract.

18.2. Electricity: The Contractor shall make his own arrangements at his cost, for the supply of electricity for the works. He shall arrange for source, transformer protection and approval from the concerned authorities at his cost. If however Railway's electricity is available in the vicinity and if the Contractor requests the same to be provided due to compelling circumstances, the

Railways at its sole discretion may agree to provide the same as per extant policy and guide lines and rates of the Electrical department of the Railways and the Contractors shall not have any claim whatsoever in this regard.

18.3. The Railway may supply to the Contractor in part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway. The charges and advance payments as required by the Railways shall be paid by the contractor to avail of the facility. The cost of arranging necessary connections to the Railways Electric Supply systems, and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system. Railways do not guarantee supply of electricity to any of the Contractor's works/requirement.

12. MILESTONES FOR COMPLETION OF WORK:

The tentative date of completion shall be given after finalisation of tender:

13. PROGRAMME OF WORK:

20.1. A tentative programme chart and/ or the list of milestones prepared by the Railways for the contract to achieve the Railway's Milestones/needs as indicated above will be attached along with Acceptance Letter. The contractor shall accept and return a copy of the programme chart to Railways within fifteen days of issue of LOA and before commencing of Kick off meeting. The contractor may modify the programme to suit his resources, however, without any change in milestones and submit a modified programme to the Railways duly signed by him within fifteen days of issue of LOA and before commencing of kick off meeting. This is however subject to a condition that such shifting or change shall not affect the completion period of the contract in any manner whatsoever. The modified programme of the contractor shall not be conditional and will not affect the terms and conditions of the contract and if made conditional by the contractor, Railway reserves the right to reject the same and to treat such conditions as breach of contract as agreed to in the contractor's offer and in the LOA issued by the Railways. Railway reserves the right to accept or not the modified programme of the contractor. Contractor shall not have any claim whatsoever in this regard. Further programme, as per the latest progress of work, will be reviewed and prepared on similar basis from time to time.

20.2. If the confirmation of acceptance of programme as above is not received within fifteen days of issue of LOA, the contractor is liable to pay towards penalty up to Rs.50,000/- for delay in submission of the programme.

20.3. Non-acceptance of Railway Programme or submission of Modified Programme by the contractor which is not acceptable to the Railways, shall also tantamount to breach of contract by the contractor and the Railway shall be entitled to terminate the contract on account of the contractor's default under Clause 62 of the General Conditions of Contract, for this lapse alone.

20.4. The Railway reserves the right of determining the contract at any stage of review of the progress under Clause 20.1 above, if the above agreed programme(s) are not adhered to within the margin of 10% of the provision in the programme in terms of shifting of individual milestones or the quantum of progress at any stage, as envisaged in Clause 62(1)(viii) of the General

Conditions of Contract and the **Performance Guarantee & Security Deposit** will be forfeited without prejudice to other remedies as contemplated under the Conditions of the Contract.

20.5. Supply of Plans, Specifications and Special conditions: The contractor will be supplied with necessary plans, specification, and details of Special Conditions etc. for execution of work as required by the Railway. However, Contractor shall make his own detailed plans, working arrangements, etc., to make smoother and faster construction and get the same approved by the Engineer-in-charge at his own cost. For this purpose, he can contact the Office of Sr.DSTE/Bangalore Division, 3rd floor, DRM Building, Bangalore-560023.

14. IMPOSITION OF FINE, PENALTY AND COST OF DAMAGES FOR DELAY OF WORKS:

In the event of the contractor not adhering to the agreed programme of work and / or not achieving the milestones or quality of work etc., specified, even if no physical or actual damages have occurred to the Railways and even if the currency of the work is not affected, the Railway reserves the rights of, with a view to improve, expedite and the make the contractor realize the effects of delays, levying fine or any value as deemed fit on the contractor by the Engineer – in – charge based on the merit of the case. The amount of fine will be solely decided by the Engineer – in – Charge at his discretion and will be based on his assessment of disturbances, difficulties or losses caused by the delay or poor quality of work, etc., including that of the reputation of the Railway. The contractor shall have no claims what-so-ever in this regard. Subsequent to the imposition of the fine, if contractor makes good, the progress / quality and achieves the milestones to the satisfaction of the Railways, part or full amount of the fine imposed may be waived and the amount so worked out will be released to the contractor at the sole discretion of the Engineer –in – charge duly recording necessary certification to the effect that no damages have occurred. However, in case of actual or anticipated damages occurred or occurring to the Railways, the recovery of agreed / liquidated damages will also be imposed and recovered from contractors dues as per provisions in IRSGCC in addition to the above fine.

15. ENGAGEMENT OF TECHNICAL STAFF BY THE CONTRACTOR:

22.1. The contractor shall employ proper managerial and technical personnel during the execution of this work and the personnel deployed shall have adequate experience and thorough knowledge of the works executed including the specifications and proceedings involved. The list of managerial and technical personnel along with the copy of their bio-data and Degree/ Diploma certificate proposed to be engaged by the contractor shall be submitted to the Engineer-in-charge within 15 days from the date of issue of LOA and the approval of Engineer is to be obtained for engaging them for this specified work. The period of deployment of technical staff covers from 15 days after the date of issue of letter of acceptance till completed works are handed over to the Railway.

22.2. Scale or Personnel: Minimum scale of personnel to be engaged by the Contractor shall be as under:

- (1). One Graduate Engineer and at least one diploma holder Engineer when the cost of work is more than Rs.5.00 crore.
- (2). One Graduate Engineer when the cost of work to be executed is between Rs.1.00 cr and up to 5.00 crore.
- (3). One qualified Diploma Holder Engineer, when cost of the work to be executed is less than Rs.1.00 Crore.

(4). Even if the value of agreement changes due to variations or even if the currency of contract is changed, the scale of personnel will remain same as per the original agreement value.

22.3. The contractor shall provide the technical personnel continuously on the project and the initially approved personnel should not be changed in the mid-course of the contract, except in exceptional situations and only with the approval of the Sr.DSTE/SBC. Continuous engagement of technical personnel is defined as under:

(1). Record of engagement of technical personnel shall be maintained by the contractor at each site where his Engineers are deployed. This record will be verified by the Engineer in-charge of the project or any other Railway representative. In case of non-availability on any single occasion at site, it will be treated as absence for a week.

(2). Technical staff should be available at site whenever required by the Engineer-in-charge or his authorised representative to take instructions. In case, the contractor fails to employ the Technical staff as aforesaid, he shall be liable to pay Rs. 40,000/- (Rupees Forty thousand only) for each month of default or part thereof in case of each Graduate Engineer and Rs. 25,000/- (Rupees Twenty Five thousand only) for each month of default or part thereof in case of each qualified diploma holder.

(3). The contractor shall submit the copy of bio-data and Degree / Diploma certificate of the above technical staff employed by him for the scrutiny by Railway and for the record. Railway reserve the right to scrutinize the records of the contractor to ascertain as to whether the qualified staff has been actually employed by him and is paid for.

(4). While passing each "on" account bill, the ASTE/DSTE in-charge will certify the availability of technical staff as above; otherwise the recovery as above shall be made from every bill.

(5). The decision of the Engineer-in-charge, whether the required Technical staff was not employed by the contractor shall be final and binding upon the contractor.

SAFETY PRECAUTIONS AT WORK SITE AND MEASURES TO BE OBSERVED DURING EXECUTION OF WORKS:

23.1.1. All precautions to ensure safety of workmen must be taken while unloading and leading the materials during execution of work. Traffic rules should be strictly followed and the contractor should indemnify the Railway against any claim due to accidents and unforeseen incidents.

23.1.2. The contractor must ensure the safety of labourers engaged by him while crossing the track during the course of execution of work and the Railway will not be responsible for any injury sustained by the labourer or for any fatal accident. The contractor should bear all the loss and expenditure involved. Wherever necessary he should also provide necessary look out men.

23.1.3. The work should be carried out without any interference to the normal working of the Railway track and structures. The contractor will be held responsible for any loss or damage or injury caused during the course of work to the labourer or to the public/private person or to the Railway/ Public/private property and the contractor should bear all the loss and expenditure involved.

23.1.4. Wherever work is to be executed close to any running railway lines or roads or buildings or public passage, the Contractor shall ensure proper protection of public, railway/public property. He shall also ensure all special precautions as provided in this tender.

23.1.5. The contractor shall be responsible for anti-larval work at his cost during progress of works as may be prescribed by the Engineer on the advice of the Railway or any Government Medical authority and where use of insecticides are involved, it shall be done in accordance with the provisions of the act and rules in this behalf at the cost of contractor, who shall also be solely responsible for any acts or omissions under the provision of the aforesaid rules.

23.1.6. The Contractor shall ensure that necessary sanitary facilities are provided by the Contractor for their labour in terms of Clause 59.(4) of the General Conditions of Contract, and where they fail to do so notice shall be given to the Contractor that the same will be provided by the Railway at their cost and recovery shall be made from their bills.

23.1.7. Where contractor avails existing sanitary arrangements of the Railways charges as decided by Railway from time to time is recoverable from the contractor.

23.2. The contractor shall arrange to obtain permission direct from the State Government or local authorities concerned for using Forest, PWD or Panchayat roads. The rates tendered shall be inclusive of any cess, tax or any other charges payable to the authorities concerned.

23.3. The contractor shall make his own arrangements for obtaining the license for any explosives, as may be necessary, for procurement, transportation, storage and use of the same. All possible assistance will be given by the Railway, should there be any difficulties in obtaining the license etc. However, any failure shall not form the basis for any claim by the contractor against the Railway or for additional payment for the work.

23.4. In case of use of explosives for blasting the contractor shall strictly abide by the Indian Explosive Act, the Rules and Regulations framed there under in carrying out the work, shall observe all the provisions of the Indian Mine Act and the Metalliferous mines regulations and rules there under as well as any other Act and Rules, as may be enacted and laid down by the State and Central Government from time to time, for such work.

23.5. The contractor will be held responsible for any loss/damage/injury caused during explosion to the labourers or to the public/ private persons or to Railway/Public/Private property and the contractor should bear all the loss/expenditure thereby involved.

23.6. The contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/unusual occurrences resulting in damages to Railway property and passengers. Any breach of the safety conditions for precautions and measures as specified hereunder and/or elsewhere in the tender document by the contractor and/or his agents/representatives affecting the safety of movement of trains, engines, or other rolling stock of the Railway, shall constitute a breach of contract by the contractor leading to termination of contract for default on the part of the contractor including recovery of damages.

23.7. The works required to be done under traffic block shall be carried out only in the presence of Railway officials. The Railway supervisor shall certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic Block shall be carried out under the provision of banner flag and protection of engineering flagman.

23.8. Safe practices at all times and non-infringement to moving trains shall be ensured. Road vehicles, material trolleys, dollies etc., which may have tendency to roll off towards the running lines shall be checked by providing chains, locking arrangements, blocks etc. Site in-charge of the contractor shall be primarily responsible.

23.9. All equipment like cranes, lifting jack etc., shall be tested, duly calibrated and certified prior to use at construction site. They shall also have specific indications conforming that the operators handling them are trained in the safety precautions near track.

23.10. Construction workers at site shall be provided with personal safety gear like reflective vest, helmet, leather shoes, gloves, eye-wear etc., as approved as per construction industry standards. For persons working at pier top/girder level, temporary supports, hand railing etc., protection with help of ropes, slings and temporary railings shall be provided.

23.11. All locations, where construction activity is in progress adjacent to existing railway lines, should be cordoned off with proper barricades. Barricades consisting of bamboo/signaling poles and supported horizontally by similar bamboo/signalling poles should be provided. These barricades should be provided at a distance of approximately 3.5m from the centre line of track or as directed by the Engineer-in-charge. All the barricades are to be painted or struck on with red luminous paint/strips at suitable intervals on the barricades. Barricade should be available at every stage of work as directed by the Engineer-in-charge and shall be maintained in perfect condition all the time.

23.12. Road vehicles employed by the contractor should have the certificate for its road worthiness and each vehicle numbered and the license particulars maintained. Contractors should ensure that the drivers permitted by them to work on such road vehicles are identified, counseled, certified and are provided with photo Identity cards. Wherever the work requires the movement of road vehicle within a distance of 3.5 to 6m from the centre line of the nearest track, such work shall be done only in the presence of Railway's representative. The driver of the vehicle shall always face the track when reversing the vehicle and whenever he cannot face the track, for whatever reason, he shall be invariably assisted by a helper with a whistle who should guide him and ensure safety.

23.13. The contractor shall execute a Bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be the contractor's agent in charge of the vehicle while driving or at rest. The person in charge of the vehicles and the attendants shall, at all times, be vigilant and on the lookout for signals from the lookout men, flagmen or other personnel available at site with a view to stop or regulate the road movement so as to ensure adequate margin of safety for the timely passage of an approaching train or a Railway engine, without any delay or detention. The contractor shall also be bound by the provisions of this agreement to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railways Act and to seek and be guided by the signals and other directions of any lookout men or other personnel retained for the purpose of ensuring safety and to ensure extra care and vigilance while turning, reversing or moving the road vehicles in any other manner at an inclination to the running railway track or the siding as the case may be. The contractor shall employ necessary look out men also at his own cost, irrespective of any other arrangement that railway may make in this regard.

23.14. All work sites shall be supervised by the contractor's representative and also a representative of the Railway Organization. Whenever work of plying road vehicle within 6m zone is actually in progress, Lookout men should invariably be available. Lookout men will have to be provided by the contractor, from out of the list of persons who are authorized to carry out these duties. Authorization will be issued to the individuals, by the representative of the Engineer-in-charge. Railway's supervisor will monitor the availability and alertness of the lookout men. In case of non-availability of lookout men, this Railway's supervisor shall stop further activities of plying of road vehicles. Even if no work is executed in the night, look-out men shall patrol the beat as identified by the representative of the construction organization to ensure the safety of the running trains, especially from any infringement.

23.15. Working alongside the track during night hours is normally prohibited. Such work can be done in the night only with the written permission of the Engineer-in-charge. Where night working is permitted, lighting of the work site as required should be done.

23.16. For carrying out any critical activities near to existing running lines, the contractor's engineer shall furnish the construction programme in advance to railway Supervisor/Engineer. No such work should be taken up in absence of the supervising railway engineer.

17. UNDERGROUND SIGNALING, ELECTRICAL & TELECOMMUNICATIONS CABLE:

24.1. During the course of execution of work if any underground/overhead or any other cable/OFC are damaged by the contractor or his labour etc., purely due to the default of the contractor, the cost of damage, as decided by the Railway Administration will be borne by the contractor. The default of the contractor will be decided as per the extant instructions in force.

24.2. The contractor shall take special precautions as per guidelines of Railway while carrying out works at location where there is likelihood of any underground cables/OFC etc., and the work shall not be carried out without the presence of an authorised Railway Supervisor/staff deputed to supervise the work.

24.3. Before taking up any digging work, it is the responsibility of the contractor to get cable layout plan from Engineer-in-charge of the work and arrange to demarcate the same at the site.

18. CONTRACTOR'S VEHICLES, PLANT & MACHINERY ETC.:

25.1. Necessary permit/ inter-state permits for the movements of vehicles/ Plant & machinery shall be arranged by the contractor

25.2. Breakdown to transport vehicles, machinery etc., if any, will be on the contractor's account.

25.3. Accidents, if any, to his vehicles, Plant and Machinery or to persons would be the responsibility of the contractor and the Railway will not be responsible for the damage or compensation thereof.

19. USE OF CONTRACTORS VEHICLES, PLANT & MACHINERY ETC., FOR ACCIDENT RESTORATION WORKS:

26.1. The vehicle and equipment of contractors are liable to be drafted by Railway Administration in case of accidents/ natural calamities involving human lives for speedy restoration work.

26.2. For payment purpose, this item will be operated as a Non-Schedule (NS) item, duly negotiating rates as per the conditions of contract.

26.3. Contractor/Tenderer shall furnish the details of vehicles/equipments available with them to keep a record of the same.

20. MOBILISATION ADVANCE: (Applicable for Advertised tender of value more than Rs 25.00 Crores)

27.1. The tenderer /contractor may be granted a recoverable interest-bearing mobilisation advance up to 10% of the contract value provided mobilisation advance is admissible as per the tender conditions and he specifically applies for it while tendering. Tenderers may submit their request for grant of Mobilisation Advance in **Proforma-9** attached with Tender Document. If the tenderer fails to apply specifically for Mobilisation Advance while giving his offer at the tendering stage in case where grant of Mobilisation Advance is permissible, no subsequent requests from him for grant of this advance will be entertained. The advance shall carry an interest at the rate to be decided by the Railway Board and communicated at the beginning of every financial year, to be applicable for the tenders to be opened in that financial year. For the tenders to be opened in the Financial year 2019-20, the rate of interest as communicated by Railway Board is 10% (Ten percent only) per annum. For subsequent years, after 2019-20, the rate will be communicated separately.

27.2. The grant of Mobilisation Advance is subject to condition that a contractor does not receive advances for same work from different officers. The advance will be granted in two instalments viz., 5% of the contract value on signing of the contract agreement and the balance 5% on Mobilisation of site establishment, setting up offices, bringing in equipment and actual commencement of work. The 1st stage of advance shall be payable immediately after signing of contract documents. The 2nd stage of advance shall be payable at the time of mobilisation, after submission of a utilization certificate by the contractor that the stage 1 advance has been properly utilized in the contract. Each installment will be released on submission of a security in a form acceptable to the Railway. The advance shall be payable against irrevocable guarantee (Bank Guarantee, FDRs, KVPs/NSC) of at least 110% of the value of the sanctioned advance amount (covering principal plus interest) .The Bank Guarantee shall be from a Nationalised Bank in India or State Bank of India in a form acceptable to the Railways.

27.3. The tenderer who seeks Mobilisation Advance should be specific about the course of action proposed to be followed in producing the security to the satisfaction of the Railway. Each security should be at least not less than one lakh rupees. These securities shall be returned as and when the value of the advance plus interest is recovered from the running bill.

27.4. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value or assessed value whichever is less. The installments on each “on account bill” will be on pro-rata basis.

27.5. Method of recovery of interest - Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

27.6. The Mobilisation Advance granted shall be returned back to the Railway in case the work is not completed in the original contract completion period.

21. TERMS OF PAYMENT:

28.1. All bills shall be submitted by prime bidder only (to whom contract has been awarded) to the concerned authority.

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

28.3. ON ACCOUNT PAYMENT FOR SUPPLY ITEMS:

28.3.1. “On Account Payment” for Supply of equipments, materials will be made on receipt of equipment/ materials, as indicated in respective tender schedules at Railway’s nominated depot. On Account payments made will subsequently be adjusted against payments due on Provisional Acceptance or Final Acceptance.

28.3.2. **90% (Ninety Percent)** of the value of each consignment shall be paid on receipt of materials at Railway’s nominated depot duly accepted by the Purchaser’s Engineer and on production of the following documents:

- (i). Acknowledgement of receipt of materials at Railway’s nominated depot by the Purchaser’s Store custodian.
- (ii). Original Inspection certificates issued by Inspecting Officer.
- (iii). Challan/ Invoice in duplicate.
- (iv). A Certificate to be submitted by the Contractor that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per the terms of the contract.
- (v). Indemnity bond in the approved form (see Proforma 16).

28.3.3. **10% (Ten percent)** value of the supply items shall be paid after the successful completion of installation, testing & commissioning of whole system covering all materials and services as per schedule of works and issue of “Provisional Acceptance Certificate” by Purchaser’s Engineer.

28.3.4. **100% payment** against Supply of Spares, Measuring Instruments, Tool Kits, and if any similar items, which is not part of installation and commissioning, will be made on receipt of materials, acceptance of the same and production of documents listed in Clause 28.3.2 above.

28.4. PROGRESS PAYMENT FOR EXECUTION ITEMS:

28.4.1 Progress payment shall be made separately for each pure execution item/ sub-item of work given in the respective tender schedules as follows.

28.4.2 **75% (Seventy five percent)** of the progress payment for the items in schedule of work for trenching and protective works and cable laying activities shall be made. The balance **15% (Fifteen percent)** of the progress payment for these items shall be made after terminations and end to end testing from relay room to function end are completed and jointly tested by the Engineer to his satisfaction.

28.4.3 For all other items of work, progress payment for **90% (ninety percent)** value of the work/ services will be made after the works are completed to full satisfaction of Railways.

28.4.4 **10%** value of the works/ services completed shall be made after the issue of Provisional Acceptance Certificate and submission of all 'As made' documents of the relevant schedules.

28.5. ON ACCOUNT PAYMENT FOR SUPPLY AND INSTALLATION ITEMS:

'On Account' payments in respect of items involving supply and installation, 75% of the accepted rate of the schedule item will be paid on complete supply of the equipment listed in the schedule after due inspection, against production of indemnity bond and other formalities as applicable to other supply items in the schedule. The remaining 15% payment will be released only after successful installation of the equipment under the schedule. The balance 10% will be released after the issue of Provisional Acceptance Certificate and submission of all 'As made' documents of the relevant schedules.

28.6. FINAL PAYMENT:

On the basis of provisional acceptance certificate issued by the Engineer for all the works in all the sections covered in this contract, the final bill for the balance payment for each item/sub-item of work shall be submitted by the Contractor along with a clear "NO CLAIM CERTIFICATE". The provisional acceptance certificate shall be issued by the Engineer only when he has accepted the work wholly after conducting the acceptance tests on each item of work.

28.7. FINAL SETTLEMENT:

On expiry of the warranty period and issue of certificate by Engineer-in-charge regarding satisfactory completion of work and final acceptance of the entire installations in all respect, **Security Deposit** will be released to the Contractor after adjustment of any dues payable by the contractor.

22. DEDUCTION FROM ON ACCOUNT PAYMENT BILLS

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

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

23. PRICE VARIATION:

30.1. The Price variation clause shall be governed in terms of Clause 46A of IRSGCC 2020 as amended from time to time.

30.2. Price variation clause shall be applicable only for Contracts of value (Contract agreement value) Rs.5 Crore and above, irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract. However the Price Variation Clause (PVC) of General Conditions of Contract (GCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or a Zonal Contract. Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.

24. SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES:

Settlement of Disputes in connection with the contract shall be governed in terms of Clause 63 and 64 of IRSGCC (Part – II) 2020 as amended from time to time through correction slips / modifications issued to IRSGCC by Railway Board.

25. STAGE /ADVANCE PAYMENTS FOR ITEMS IN SCHEDULE INVOLVING SUPPLY OF MATERIALS FOR USE IN WORK:

32.1. Any Stage/Advance payment found to be made against the materials brought to the site in excess over the actual materials consumed in work shall be recovered from the contractor dues.

32.2. The contractor shall be bound to store the materials at site of work earmarked for the purpose by the Engineer-in-charge and shall not remove from the site nor use for any other purposes than exclusively for execution of the work for which the materials are intended for. Safe guarding of the materials is the responsibility of the contractor even if the material is deemed to be owned by the Railway and insurance etc., have been arranged by the contractor.

26. Assignment or Subletting of Contract:

This is governed in terms of clause 7 of part-II of IRSGCC 2020 as amended from time to time.

27. Procedure for Payment of Contractual Bills:

With GST Act in force, it will be the responsibility of service providers (i.e., contractors) to submit the invoice (bill) duly segregating the GST component from the gross amount of work executed. The procedure as mentioned below will be followed while dealing with contractual bills.

34.1.

(i). All works contracts are to be provided with goods/service code based on the type of contract. In case contract consists of both goods & service, then interpretation regarding nature of contract shall be done as per clause 8, Chapter III of CGST Act, 2017. The goods/service code is notified by Ministry of Finance and can be downloaded from the website www.cbec.gov.in.

(ii). The 'on account/ final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agreemental rates, duly segregating the GST component as detailed in para (iii) below.

(iii). Since the agreemental rates of contracts are inclusive of all taxes as per clause 37 of GCC-2020, the calculation of 'Gross amount of work executed', 'Amount of work executed excluding GST amount' and 'GST amount' in the 'on account / final contract certificate' shall be done as under:

Let,

Z = Gross amount of work executed on the basis of quantum of work executed and agreemental rates.

X = Amount of work executed excluding GST amount.

Y = GST amount as per applicable GST rate for that goods/service code.

R = Percentage rate of GST for that goods/ service code

Then,

Z = X+Y, Y=X*R/100.

(iv). Percentage rate of GST for various types of good/services as finalized by GST council can be downloaded from the website www.cbec.gov.in.

34.2.

(i). Once the 'on account / final contract certificate' is prepared by railway and communicated to contractor, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST amount' (i.e. "X" & "Y" as mentioned in Clause 34.1.(iii) above) along with Invoice No. (Bill No.) and all other details required under GST Act.

(ii). In case contractor is liable to be registered under GST Act, Railway shall pay to the Contractor 'Gross amount of work executed' (i.e. "Z" as mentioned in Clause 34.1.(iii) above) duly deducting all other liveable taxes like I/Tax, labour cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, railway shall deposit all other taxes deducted to concerned authority as is being done presently.

(iii). In case contractor is not liable to be registered under GST Act, contractor shall be paid "Amount of work executed excluding GST amount" (i.e. "X" as mentioned in Clause 34.1.(iii) above) duly deducting all other liveable taxes like I/Tax, labour cess, royalty etc. as applicable. Railway shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.

(iv). In case any need arises to modify the Invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.

28. Public Procurement - Preference to Make in India policy:

Provisions of Public Procurement (Preference to Make in India) Order 2017, **herein after called 'order'** as notified by Department of Industrial Policy and Promotion of Government of India under Ministry of Commerce and Industry, shall be applicable in this tender. Bidders seeking benefits, under **this** purchase preference policy linked with Local content shall have to comply with all the provisions specified herein under and shall have to submit all undertakings/documents applicable for this policy".

35.1. Scope and applicability: Public procurement under **Preference to Make in India policy has been implemented in Zonal** Railways/Production Units of Indian Railway in pursuance to the policy of the Government of India to promote manufacturing and production of goods and services in India with a view to enhancing income and employment as procurement by the Government is substantial in amount and can contribute towards this policy objective.

(i). The Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

(ii). This policy is applicable to all Ministries/departments/CPSUs etc. and the scope covers all contracts involving supply **of either goods or services and procurement of works**.

(iii). The local content can be increased through partnerships, cooperation with local companies, establishing production units in India or joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

35.2. Definitions: 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry be the total value of the item procured (Excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

(i). 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this order or by the competent Ministries/Departments in pursuance of this order.

(ii). 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or the procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(iii). 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

(iv). 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services **and for subject tender the Nodal Ministry is 'Ministry of Railways'**.

v). 'Procuring entity' means **department/subordinate offices of South Western Railway, Construction Organization**.

35.3. Requirement of Purchase Preference: Subject to the provisions of this Order and to any specific instructions issued by the Railway Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the matter specified hereunder:

(a). In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 lakhs, the provisions of sub-paragraph (b) or (c) as the case may be shall apply

(b). In the procurements of goods which are not covered by Clause 35.3 (a) and which are divisible innature; the following procedure shall be followed.

(i). At the bidding stage the bidder shall provide Break-up of "Local Content" and "ImportedContent" as defined in Clause 35.2 and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

(ii). Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(iii). If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity to the local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.

(iv). In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c). In procurements of goods not covered by Clause. 35.3(a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

(i). At the bidding stage the bidder shall provide Break-up of "Local Content" and "Imported Content" as defined in Clause 35.2 and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

(ii). Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

(iii). If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the L1 price.

(iv). In case such lowest eligible local supplier fails to match the L1 price, the 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 local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

35.4. Exemption of small purchases: Notwithstanding anything contained in Clause 35.3 above, procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from this Order.

35.5. Minimum local content: The minimum local content shall ordinarily be 50%. The Railway Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

35.6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

35.7. Government E-marketplace: In respect of procurement through the Government E-Marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

35.8. Verification of local content:

(a). The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification in **Proforma 10** attached with Tender Document that the item offered meets the minimum local content and shall give details of the locations at which the local value addition is made.

(b). In case of procurement for a values in excess of Rs.10 crores, the local supplier shall be required to provide a certificate in **Proforma 11** attached with Tender Document from the statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content.

(c). Decisions on complaints relating to implementation of this Order shall be taken by the Competent Authority (PHOD/CHOD) of procuring department and fee for filing a complaint shall be Rs 10000/- per case. The complaint shall be filed in the office of PHOD/CHOD of the procuring department concerned and the fee shall be deposited with the office of Associate Finance of the concerned PHOD/CHOD of the procuring department.

(d). Railway may constitute committees with internal and external experts for independent verification of self-declarations and Auditor's/Accountant's certificates on random basis in the case of complaints.

(e). False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which is bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(f). **Debarment of bidders:** A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below:

(i). All procuring entities will upload the name of the bidder/ supplier along with duration and reasons of debarment on their own website. Apart from this, it is promptly brought to the notice of the Member-Convenor of the Standing Committee in DIPP and Government e-Marketplace (GeM) & Central Public Procurement Portal (CPPP) for uploading such information on their portals. GeM/CPPP will create one separate page on their portal for displaying this information.

(ii). In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

35.9. Specifications in Tenders:

(i). Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

(ii). If Railway Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

(iii). For the purpose of sub-paragraph (ii) above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

(iv). **Assessment of supply base:** The Railway Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

(v). **Increase in minimum local content:** The Railway Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

(vi). Manufacture under license/ technology collaboration agreements with phased indigenization while notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

(vii). **Powers to grant exemption and to reduce minimum local content: Ministry of Railways or South Western Railway Construction Organization** may by written order,

- (a). Reduce the minimum local content below the prescribed level;
- (b). Reduce the margin of purchase preference below 20%;
- (c). Exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

29. Letter of Credit as Mode of Payment in Works Tender:

36.1. For all the tenders having advertised value of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.

36.2. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

36.3. The option so exercised, shall be an integral part of the bidder's offer.

36.4. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

36.5. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:

- (a). The LC shall be a sight LC.
- (b). The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
- (c). SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2019-20. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.

(d). The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

(e). The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his, agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.

(f). The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

(g). The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.

(h). The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.

(i). On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).

(j). The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.

(k). The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

(l). The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).

(m). The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

(n). Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

(o). The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.

(p). The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

30. Transparency in payment of Contract Labour Wages and other payments:

37.1. This Clause shall be governed in terms of clause 55-C of IRSGCC July 2020.

37.2. In order to increase transparency in payment of Contract Labour wages and other payments, a web based e-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in.

37.3. All contractors are required to upload details of their LOAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. The details so uploaded shall be available in public domain.

31. After award of contract and before supply of equipment “**MoU with RDSO approved firm**” covering supply, installation, testing and commissioning of system shall be submitted including after sales support required during the warranty period.