



EASTERN RAILWAY

ELECTRICAL DEPARTMENT

TENDER NO :: EL-PRS-AMC-AC-02-26.

NAME OF THE WORK :: A. "PREVENTIVE AND BREAKDOWN MAINTENANCE (AMC) OF AIR- COOLED PACKAGE UNITS AT SDAH BOOKING OFFICE & NKG DATA CENTRE FOR 03 YEARS" .

B. "AMC OF SPLIT TYPE AC UNITS AND WINDOW TYPE AC UNITS AT KOLKATA B.O AND NKG DATA CENTRE FOR 03 YEARS".

NUMBER OF PAGES :: 47 (FOURTY SEVEN).

DATE ::

Dy. Chief Electrical Engineer
PRS/NKG/Eastern Railway
Kolkata



IMPORTANT CLAUSE AND OTHERS PERTAINING TO THE e-TENDER

SL. No.	Clause	Page Number
1	Instructions of e-Tender Document	3
2	Condition of e-Tendering	4
3	Bid Security	6
4	Eligibility Criteria	8
5	Wrong Information by Tenderer	8
6	Discrepancies	8
7	Validity of Offer	9
8	GST	9
9	Special Instructions to the Tenderer	10
10	Refund/Forfeiture of Bid Security	10
11	Tender and Agreement	10
12	Security Deposit for fulfilling the Contract	13
13	Instruction of Performance Guarantee (P.G.)	14
14	Failure of Contractor	16
15	Inspection and Testing	17
16	Signing of No Claim Certificate	18
17	Negotiation	21
18	Arbitration	21
19	Extension of Time	22
20	Guarantee	23
21	Final Acceptance	23
22	Variation in Contract Quantity	23
23	Measurement and Variation	24
24	On Account Payment	24
25	Penalty	27-28
Others		
1	NEFT Mandate Form	29
2	Model Form of Performance B.G. Bond	30
3	Format for certificate	31-32
4	Tender Form	33
5	Details of Tenderer	34
6	Undertaking	35
7	Scope of Work & Schedule of Rate	36-38
8	Maintenance Schedule	39-46
9	Special Note	47



CHAPTER-I

INSTRUCTIONS TO TENDERERS FOR E-TENDERS

DY.CEE/PRS acting for and on behalf of President of India invites e-Tenders for the work details of which are given below from the reputed firm having sufficient credential, experience and other essential documents of under taking similar nature of work in Govt. concern/PSUs. Manual offers are not allowed.

- I/1. Name of Work::** A. "Preventive and breakdown maintenance (AMC) of Air-Cooled package unit at SDAH Booking office & NKG Data centre for 03 years."
B. "AMC of Split type AC units and Window type AC units at Kolkata B.O and NKG DATA centre for 03 Years".
- I/2. Tender No::** EL-PRS-AMC- AC-02-26.
- I/3. Location::** New Koilaghat Computer Complex, Eastern Railway, Kolkata.
- I/4. Contract Period::** 36 (Thirty Six) months from the date of receipt of LOI/LOA (letter of intent/letter of acceptance).
- I/5. Tender Value::** ₹ 1770192.82 = (974176.04 + 796016.78) (Inclusive @18% GST)
- I/6. Bid Security ::** ₹ 35,400/-
- I/7. Tender Document Cost::** NIL
- I/8. Contract Type::** Works Contract.
- I/9. Bidding System ::** Single Packet.
- I/10. Date of Uploading Tender ::** 24.06.2026.
- I/11. Bidding Start Date and time ::** 16.07.2024 at 10:00hrs.
- I/12. Bidding Close Date & Time ::** 30.07.2024 at 15:00hrs.
- I/13. Bidding open Date & Time ::** 30.07.2024 at 15:30hrs.



CHAPTER - II

CONDITIONS OF e-TENDERING

2.0 GENERAL:

- a. E-tender are hereby invited for and on behalf of the President of India through website www.ireps.gov.in for the work mentioned against the tender notice available in the Website. Tenderers are to bid online only in this website. No manual offer is acceptable against this tender no. and no Tender document in hard copy will be sold against this tender no. Please read the instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.
- b. E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
- c. The submitted e-tender forms will be considered as digitally signed by the tenderer as a document from the tenderer with the Understanding that tenderer has read, agreed and accepted all the conditions and laid down documents referred in para.2 above as well as Schedule of Tender, General and Special Conditions.
- d. The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website www.ireps.gov.in. Before the closing time/date of this tender as mentioned in the **NIT (Notice Inviting Tender)**. Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted. Some documents may be submitted manually to concerned Officer and as mentioned specifically.
- e. This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender) General Conditions of Tender, Special Condition of the Tender, Specification of the works & various Annexures etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as "Tender Document" & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
- f. The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.



- g. In case of any problem with the portal faced while filling the e-tender, Tenderers are advised to contact the Helpdesk/IREPS portal. The Portal will provide the available information/Help related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.
- h. Railways and the IREPS website will not take the responsibility for any ONLINE Payment made by the tenderer and debited from his/their accounts towards the tender cost or Bid Security due to wrong / mis-manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railways and IREPS website will not entertained any claim in this regard or refund the Paid amount.
- i. All documents uploaded or information furnished in the website are digitally signed by the authorized representative of the firm and Railways, as applicable.
- j. This tender documents includes many chapters, items, conditions, instructions, like as undertakings, Technical compliance, Commercial compliance, Standard Technical Criteria, Standard Financial Criteria, Similar nature of Works, General Instructions to the renderer for e-tendering SCC/GCC and list of documents to be uploaded and deposited, NIT, Tender Forms, Scope of Works are available in the IREPS portal and all the items including all other documents referred to herein, if not scored off, shall constitute integral part of this tender documents and shall be read and acted upon together. No part of this tender shall be read, relied and or acted upon in isolation.

2.1.0 SCOPE OF WORK::

The scope of work will be as per schedule of work available in this tender document read with all the terms and conditions mentioned in the tender document.

- A. The work shall be carried out at the site of installation and / or at locations as determined by Railways. In the event of repair/reconditioning or overhauling of the machine or plants as the contractors' works, the Contractor shall furnish an Indemnity Bond on a non-Judicial stamp paper costing ₹ 15/- only and shall be furnished by the successful tenderer for the custody of the Railway machine or plants proposed for repair and the same will be returned on completion for delivery of full lot of machine or plants after repair/reconditioning & overhauling.
- B. After the work is complete the same shall be inspected and tested jointly in presence of contractor and the repairs tentative of concerned – Sr.Sec. Engr. or Jr. Engr. (Maintenance Dept) who shall be fully satisfied with the performance of the machine or plants or work.



2.1.1 Bid Security ::

- (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
 - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

2.1.2 The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** (format available as per G.C.C. 2022) and shall be valid for a period of 90 days beyond the bid validity period.



2.1.3 In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured.

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. (i.e excluding the last date of submission of bids).
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V** (format available as per G.C.C. 2022). **In addition to Annexure-v, in case of other than Company/Proprietary firm, Annexure –V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be.** Non submission of above certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

(For further details, please refer clause 5 Part I of GCC, April 2022)



2.1.1.1 Payment of TDC :-

Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

(For further details, please refer clause 3 Part I of GCC, April 2022)

2.1.4 Eligibility Criteria/Tenderer's Credentials (As per G.C.C. April 2022 and Amendment thereon):

No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

(For further details, please refer clause 10 Part I of GCC, April 2022)

NB :- Tenderer should have Electrical Contractor License and Supervisory License from the state Government as required vide IE rule 1956.

2.1.5 Railways Not Bound To Accept Any Tender (As per G.C.C. 2022 and Amendment thereon):

Railway reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderers or to reduce the work or to accept any tender less than the tendered quantities without assigning any reason whatsoever. Railway reserves the right to increase, decrease or cancellation of the tender at any stage without assigning any reason.

2.1.6 Wrong Information By Tenderer (As per G.C.C. 2022 and Amendment thereon):

If the Tenderer gives wrong or misleading information or suppresses any material facts or creates false circumstances in his tender for the acceptance of his tender, Railway reserves the right to reject such tender at any stage even after the acceptance.

2.1.7 DISCREPANCIES/OMISSIONS (As per G.C.C. 2022 and Amendment thereon):

Should tenderer find discrepancies in or omission from the drawings or any of the tender forms or should be in doubt as to their meaning, they should at once notify the authority inviting the tenders, who may send a written instruction to all tenderers. It should be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon themselves and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim account thereof.

2.1.8 TENDERERS ADDRESS : (NA)

Every tenderer shall state in the Tender his postal address and e-mail id provided for correspondence in the contract agreement clearly. Any communication sent in time to the tenderer by post and e-mail id at his said address shall be deemed to have reached the tenderer duly and in time notwithstanding the fact that the communication did not reach the tenderer at all or in time for whatsoever reason. Important documents at the discretion of accredited officer may be sent by registered post and e-mail.



2.1.9 ERASUR OR ALTERATIONS: (NA)

No eraser or alteration in the context of the tender paper is permitted and any such eraser and/or alteration may result in cancellation.

2.2 TENDER CONFIDENTIAL: (NA)

The tenderer (whether their tender be accepted or not) shall treat the contents of their tender as private and confidential. They shall also treat the prices quoted by them as strictly confidential till the tenders are opened.

2.2.1 VALIDITY OF OFFER :

The tenderers shall keep the offer open for a period of 45 days from the date of opening of the tender or for such extended period as may be mutually agreed upon and the tenderer shall not be entitled during the aforesaid period or such extended period to withdraw their offer or revoke or cancel their tender or vary the tender or any terms thereof without any consent in writing of the purchaser, Eastern Railway.

2.2.2 GOODS AND SERVICES TAX (GST) :

The tenderer is required to upload valid Goods and Service Tax (GST) Certificate. Contractor shall submit the copies of the said certificate renewed from time to time covering entire period till the final payment is made, failing which the payment of all dues to the contractor may be withheld. Contractor must produce original certificate as mentioned above whenever demanded.

2.2.3 SIGNING OF TENDERS :

Any individual digitally signing the tender and or upload other documents connected therewith should specify whether he participate;

- i) As sole proprietor of the concern or his Attorney, or
- ii) As a partner or partners of the firm, or
- iii) As a Director, Manager or Secretary in the case of Limited Company.

2.2.4 MODIFICATION TO BE IN WRITING: (NA)

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing signed by the purchaser and the contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangements abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and not be binding on the purchaser unless and until the same is incorporated in formal instrument and signed by the purchaser and the contractor till then the purchaser shall have the right to repudiate such arrangement.

2.2.5 TOOLS, PLANTS ETC.:

Tools, plants, instruments, gauges and other facilities etc. required for installation, maintenance testing and commissioning as per tender specification shall be provided by the contractor at their cost.



2.3 SPECIAL INSTRUCTIONS TO THE TENDERER (As per G.C.C. 2022 and Amendment thereon):

The tenderer shall go through the following instructions carefully prior to quoting the rates for different items.

2.3.1 A responsible and competent representative of the contractor shall be available at the site during the execution of works. The successful tenderer, while submitting their layout and or programme of works shall indicate the name of their site representative. A site inspection book shall be maintained by the contractor.

2.3.2 Railways will not be responsible for any loss, damage or deterioration of the Contractors materials supplied at site and or installed at site/by whatsoever reason it may be, until and unless the same are duly handed over to the Railway's representative.

2.3.3 If any damage or loss to Railway property is caused by contractor during execution of the work, the contractor shall be liable to pay such loss or damage to Railway Administration.

2.4.1 REFUND/FORFEITURE OF BID SECURITY (As per G.C.C. 2022 and Amendment thereon)::

2.4.1.1 Refund of Security Deposit: Security Deposit mentioned in clause (3.8.1) shall be returned to the Contractor along with or after, the following:

- a). Final Payment of the Contract as per clause 51.(1) of part II of GCC 2022. And
- b). Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- c). Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), of part II of GCC 2022 in case applicable.

2.4.1.2 Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) part II of GCC 2022 of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) part II of GCC 2022 of these conditions, the Security Deposit shall not be forfeited.

2.4.1.3 No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) part II of GCC 2022 of this clause will be payable with interest accrued thereon.

The Bid Security including the amount taken as security deposit for the due performance of the stipulation to keep the offer open till the date specified on the tender under Clause 2.2.1 (validity of offer) thereof shall be refunded to the unsuccessful tenderer within a reasonable time. The Bid Security deposited by the successful tenderer/s shall be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited by the purchaser without prejudice to any other rights or remedies available to it if the contractor fails to execute the agreement bond or start the work within a reasonable time (to be determined by the engineer at site) after notification of the acceptance of his/their tender.

(For further details, please refer clause 16 (2&3) Part II of GCC, April 2022)

2.4.2 TENDER AND AGREEMENT (As per G.C.C. 2022 and Amendment thereon) ::

The tenderer shall be deemed to have agreed as aforesaid in consideration of his tender being considered by the purchaser in terms thereof, provided the same has been duly submitted in



order. When the successful tenderer is not notified in writing at his address given in the tender has been accepted by the purchaser either in whole or in part he shall be bound by the terms of tender papers constituted by his tender and such acceptance thereof by the purchaser until formal contract has been executed between him and purchaser.

2.4.3 RETURN OF UNUTILIZED MATERIAL OF THE PURCHASER:

Such materials as have been issued to the contractor but left behind with him unutilized shall be returned by the contractor to the purchasers' depot at no extra cost in the same shape and condition of the materials as were issued to the contractor/s. If the contractor fails to return such materials, the cost of such materials will be recovered at a rate at twice the book rate or twice the market rate enhanced by 20% whichever is higher.





CHAPTER – III

CONDITION OF CONTRACTS :

3.0 This chapter deals with General Conditions of contract under which the various works coming under the purview of this contract are to be executed by the contractor.

3.1 CONDITIONS OF CONTRACT :

If the tender submitted by a tenderer is accepted and the contract awarded to the tenderer, the work coming within the purview of the contract shall be governed by the terms & conditions included in the tender paper as modified or amended by the letter of Acceptance of tender.

3.2 LAW GOVERNING THE CONTRACT:

The contract shall be governed by the G.C.C. for the time being in force.

3.3 COMPLIANCE TO REGULATIONS OF LAWS:

The contractor shall conform to this provision of any status relating to the works and regulations by Laws of any Local authority and of any companies or undertaking with whose system the work is proposed to be connected shall before making any variation from the drawings or the specifications that may be necessitated by so conforming give to the Engineer notice specifying the variations proposed to be made the reason for making the variation shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notice required by statutory regulations or by Laws as aforesaid to pay all fees and taxes payable any authority in respect thereof.

3.4 COMMUNICATION TO BE IN WRITING:

3.4.1 All notices, communication, reference complaints made by the purchaser or his Engineer or the representative or the contractor concerning the works shall be in writing and no notice, communication, reference complaint not in writing shall be recognized.

3.5 ACCIDENTS(As per G.C.C. 2022 and Amendment thereon):

The contractor will be governed by all claims for Compensation under the provision of the Workmen's compensation Act, 1923 as modified up to date in force or any other law for the time being in force by or in respect of any workmen employed by the contractor in carrying out this contract and against all cost expenses incurred or to be incurred by the purchasers or Administration in connection therewith (without prejudice to any other means or recovery the deduct or withheld for any period of time considered reasonable by the purchaser or the Administration from any money due or to become due to contractor where under this contractor or any other contract) all moneys paid or payable by the purchaser or for costs or expenses in connection with any claim thereto and this contractor shall abide by the decision of concerned Rly. authority as to the sum payable by the contractor or to be withheld from his dues under the provision of this Clause.



3.6 PROVISION OF PAYMENT OF WAGES ACT:

The contractor shall comply with the provisions of payment of Wages Act 1936 as amended up to date and the rules made there under in respect of all employees employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through the petty contractors or subcontractors supply labour to be used wholly or partly under the direct orders control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to be comprised of persons employed by the contractor any money which may be ordered to be paid by the Engineer shall be deemed to be payable by the Engineer on behalf of the contractor the Engineer may, on failure by the contractor to repay such moneys to the purchaser deduct the same from any moneys due to the contractor in terms of the contract.

The Rly will be entitled to deduct from any moneys due to the contractor (whether under the contract or any other of compensation of aforesaid or for cost of expenses in connection with any claim there) the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final binding upon the contractor.

3.7 WAGES TO LABOUR:

3.7.1. The contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 as modified up to date (hereinafter referred to as the said Act.) the rules made there under in respect of any employees employed by him directly or through petty contractors or sub-contractors for the purpose of carrying out this contract.

3.7.2 If in compliance with the terms of contract, the contractor directly or through petty contractor or subcontractor supplies any labour to be used, wholly or partly under the direct orders control of the purchaser whether in connection with any work being executed by the contractor, or otherwise for the purpose of this clause be deemed to be persons employed by the contractor.

3.7.3 If any money as a result of any claim or application made under the said act be directed to be paid by the purchaser such money shall be deemed to be money payable to the purchaser by the contractor no failure by the contractor to repay the purchaser any moneys paid by it as aforesaid within seven days after the same have been demanded, the purchaser shall be entitled to recover the same from any moneys due to accruing to the contractor under this or any other contractor with the purchaser.

3.8 SECURITY DEPOSIT, PERFORMANCE GUARANTEE, FAILURE OF CONTRACTOR::

3.8.1 SECURITY DEPOSIT FOR FULFILLING THE CONTRACT:

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond



issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

(For further details, please refer clause 16 (1) Part II of GCC, April 2022)

3.8.2 INSTRUCTION OF PERFORMANCE GUARANTEE (P.G.) (As per G.C.C. 2022 and Amendment thereon):

The procedure for obtaining performance guarantee is outlined below;

- (a) The successful bidder shall submit a Performance Guarantee (PG) within 21 (Twenty One) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd. day after the date of issue 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 Bid Security and other dues payable against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value **and additional performance guarantee as per clause 16(4)(h) in any of the following forms;**



- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance surety bond as per Annexure-XVII

Note:- In Case of extension of date of completion, selected bidder needs to submit extended insurance surety bond/Fresh insurance surety bond/ fresh performance security, in any form as given above, before expiry of existing insurance surety bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India
- (vii) Deposit in the Post Office Savings Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificate;
- (x) Ten years Defence Deposits;
- (x) National Defence Bonds;
- (ix) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respect satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:



- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under clause 62 part II of GCC 2022 of the conditions..
- (h). **If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below :-**

Bid quoted in % of advertised cost	Additional performance Guarantee(%)
Below 0-5%(inclusive)	NIL
Below 5%	5%

(For further details, please refer clause 16 (4) Part II of GCC, April 2022)

3.8.3 FAILURE OF CONTRACTOR:

- a) Wherever the contract is rescinded, the security deposit shall be forfeited and the performance guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- b) The Engineer shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice any other provisions in the contract agreement) in the event of.
 - i) Failure by the contractor to extend the validity of the performance guarantee as described herein above, in which event the Engineer may claim the full amount of the performance guarantee.
 - ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii) The contractor being determined or rescinded under provision of the G.C.C. the performance guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.



3.9 **FORCE MAJEURE** (As per G.C.C. 2022 and Amendment thereon will be followed):

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

3.9.1 **LOSS DUE TO DEFAULT (As per G.C.C 2022 and amendment thereon) :**

The contractual agency shall be liable for any loss out of delay or non-execution of works in time. The amount of compensation will be determined by Rly. as per extant rules.

3.9.2 **SUB-LETTING OF CONTRACT :**

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of the purchaser.

Any breach of this condition shall entitle the purchaser, to rescind the contract and also render the contractor liable for payment to the purchaser in respect of any loss or damage arising or ensuring from such cancellation.

3.10 The contractor shall arrange at his own cost all tools, plant facilitates for erection testing of the equipment, in compliance with the specification.

3.11 **INSPECTION AND TESTING (As per G.C.C. 2022 and Amendment thereon):**

The inspection and testing shall be done by Railways before final acceptance of material. However, Railway will have the liberty to conduct stage/intermediate inspection in the event it is felt necessary.

3.12 **QUALITY OF MATERIALS USED:**

The tests as specified will be conducted jointly by the purchaser & contractor as soon as possible after receipt of advice of completion of works/work by the purchaser from the contractor.

3.13 **HANDLING OUT OF EQUIPMENT/MACHINE AFTER COMPLETION:**

The contractor shall hand over the installation/equipment/machines in good condition working order to SSE/M/PRS at the end of the completion period.

3.14 **SIGNING OF NO CLAIM CERTIFICATE:**



The contractor shall not be entitled to make any claim whatever against the purchaser under or by virtue of or arising out of this contract, nor shall the purchaser entertain or consider any such claim if made by the contractor, after he shall have signed as **NO CLAIM** certificate in favour of the purchaser in such form as shall be required by the purchaser, after the works are duly completed taken over.

3.15 PROVISIONS OF CONTRACT LABOUR (REGULATION ABOLITION) ACT 1970:

1) The Contractor shall comply with the provisions of the Contract labour (Regulation Abolition) Act, 1970 and Contract labour (Regulation Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Act and the Rules.

2) The Contractor shall pay to labour employed by him directly or through subcontractors the wages as per provisions of the aforesaid Act and the rules whenever applicable. The contractor shall not withstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work as if the labour had been immediately employed by him.

3) In respect of all labour directly or indirectly employed in the work for performance of the contractors part of contract the contractor shall comply with or caused to be the complied with the provisions of the aforesaid Act and the rules whenever applicable.

4) In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay and amount of wages to workman employed by the contractor or his sub-contractor in execution of the work or incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Railway, due to the contractor failure to fulfill his statutory obligation under the aforesaid Act or the Rules the Rly. will recover from the contractor, the amount of wages so paid or the amount of so incurred and without prejudice to the rights of the Rly. under Section 20 of Subsection (2) and Section 21 under Sub-section (4) of the aforesaid Act. The Railway shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by the Rly. to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section (1) or section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Rly. full security for all costs for which the Rly. might become liable in contesting such claim. The decision of the Rly. regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

3.16 FIXING MILESTONE:

The concerned executive in-charge of work may fix appropriate milestones and monitor.

3.17 RIGHT OF RAILWAY TO DETERMINE CONTRACT :

3.17.1 Determination of Contract (As per G.C.C 2022 and amendment thereon):

Railway shall be entitled to determine and terminate the contract at any time should, in the purchaser's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatsoever, in which case the value of approved materials at site and the work done to date by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from the purchaser of such determination and the reasons therefore shall be conclusive evidence thereof.

3.17.2 (1) Determination of contract owing to default of contractor if the contractor :-



- i. Becomes bankrupt or insolvent, or
- ii. Makes an arrangement with assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or
- iii. Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
- iv. Have an execution levied on his goods or properly on the works, or
- v. Assign the contract or any part thereof, or
- vi. Abandons the contract, or
- vii. Persistently disregards the instructions of the Engineer, or contravene any provision of the contract, or
- viii. Fails to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- ix. Fails to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected, or
- x. Fails to take steps to employ competent or additional staff and labour as required, or
- xi. Fails to afford the Engineer or Engineers representative proper facilities for inspecting the works or any part thereof as required, or
- xii. Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Rly.
- xiii. (A) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ whatsoever any retired engineer or the gazetted rank or any other retired gazetted officer working before his retirement whether in the executive or administrative capacity or whether holding any pensionable post or not, in the Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contractor, as the case may be, or
(B) Fail to give at the time of submitting the said tender;
 - a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired or retired officer was under the employment of the contractor at the time of submitting the said tender, or
 - b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or



- c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- d) Being an incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, and after expiry of 48 hrs. notice, a final termination notice should be issued.

Then and in any of the said clause, the Engineer on behalf of the Rly. may serve the contractor with a notice in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Rly shall be entitled after giving 48 hrs notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice).

(2) Right of Railway after rescission of contract owing to default of contractor - In the event of any or several of the courses, referred to in sub-clause (1) of this clause, being adopted :-

(I) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

(II) The Engineer or the Engineers representative shall be entitled to take possession of any materials, tools, equipments, machinery or buildings on the works or on the property on which these are being or out to have been executed, and to retain and employ the same in the further execution of the works in any part thereof until the completion of the works without the contractor being entitled to any compensation for the use of employment thereof or for wear and tear destruction thereof.

(III) The Engineer shall as soon as may be practicable after removal of the contractor fix and determined ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider it to make or institute and shall certify what amount (if any) had at the time of rescission accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

3.17.3 NEGOTIATION (As per G.C.C. 2022 and Amendment thereon) :



a. The accepting authority reserve the right to enter into negotiations with the L-1 tenderer before acceptance of the tender in order to clarify special conditions, or reduction of rates, or for changes in scope of the work etc at its sole discretion.

b. L-1 is defined as the lowest, valid eligible and technically acceptable tenderer who would have been otherwise considered for award of contract directly, if the rates were not unreasonably high.

c. In tenders, providing for Purchase preference in favour of PSUs, if the quoted rates of L-1 are considered high and negotiations are resorted to, such negotiations may be held with the original L-1 as also the lowest PSU whose original offer is not higher by more than 10% of the original L-1. Further, if after such negotiations the revised offer of the PSU is higher by more than 10% of the negotiated offer of the original L-1, offer of PSU may not be considered for award of contract. If it is less than 10% the existing procedure for awarding the contract to the PSU may be followed.

d. Should such negotiation with the tenderer (s) be entered into, the tenderer (s) shall not be permitted to increase their quoted rates under any circumstances, even if it includes withdrawal/modification of such special conditions as are given by the tenderer(s) along with their original tender.

3.17.4 COUNTER OFFER (As per G.C.C 2022 and amendment thereon) :

In case where the overall value of L-1 is not unreasonably high but the rate(s) for certain item(s) in a schedule or the total value for a schedule happens to be higher than those quoted by other tenderers in the same tender or higher than the last accepted rates, the method of counter offering the lower rate(s) obtained in the same tender or if all these are higher, any other rate(s) considered reasonable by tender committee, may be adopted while finishing the tender.

3.18 ARBITRATION (As per G.C.C. 2022 and Amendment thereon):

Settlement of Disputes : All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after its completion and whether before or after the determination of the contract, will be regulated by extant provision of arbitration.

3.19 CLEARANCE OF SITE ON COMPLETION:

On the completion of works the contractor shall clear away and remove from the sites and constructional plants, surplus materials, rubbish and temporary works of every kind and leave the whole of sites of works, clean and workman like condition to the satisfaction of engineer. No final payments settlement of the accounts for the works shall be paid/held to be due or shall be made to the contractor till, in addition to any other conditions necessary for such final payment, site clearance shall have been affected by him and such clearance may be made by the engineer at the expense of the contractor in the event of his failure to comply with this provision within seven days after receiving notice to that effect, should it become necessary for the engineer to have the site cleared at the expense to the contractor, the purchaser shall not held liable for any loss or damage to such removal there from, which removal may be effected by means of public site of such materials and property or in such a way as deemed fit and convenient to the engineer.

3.20 TIME LIMITATIONS:

Subject to any requirements of the contractor as to completion of any portion or portions of the



works before completion of the whole, the contractor shall fully and finally complete the whole of the work comprised in the contract with such modification as may be directed under Clause 2.2.4 power of modification to the contract to these conditions by the dates fixed for completion of the contract, time being the essence of the contract provided that if any modification have been ordered which in the opinion of the engineer have material increased the magnitude of the work then such extension of the date of completion may be granted as shall appear to the engineer to be reasonable in the circumstances provided moreover that the contractor shall be responsible for requesting such extension of the date of completion as he may consider necessary as soon as a cause thereof shall raise and in any case not less than one month before the expiry of the original date fixed for completion of the work.

3.21 PROVISION OF APPRENTICE ACT, 1961:

i) The contractor shall be responsible to ensure compliance with the provisions of the Apprentice Act, 1961 as modified up to date and the rules and orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors by him for the purpose of carrying out the contract.

ii) If the contractor directly or through petty contractors or sub-contractors fail to do so, his failure will be a breach of the contract and the Rly may in its discretion rescind the contract, the contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and/or cost of works is rupees one lakh or more.

3.22 EXTENSION OF TIME (As per G.C.C. 2022 and Amendment thereon) :

a) No extension of time beyond the contractual period will normally be granted by the Rly administration except on very special cases at the discretion of the administration.

b) The Rly. administration may extend the period of contract for a period whatsoever by giving notice to the contractor and contractor shall be bound to complete the work within the period so extended and the terms of conditions of the original contract will also be operative during the extended period.

3.23 SHEDS, STOREHOUSES YARDS :

The contractor shall at his own expense provide himself with sheds, store houses and yards in such situation and in such number as in the option of the engineer is requisite for carrying on the work and the contractor shall keep at each of such sheds, store houses and yards a sufficient quantity of material and plant of stock as not to delay the carrying out of the works with due expedition and the engineer and the engineers representative shall have free access to the sheds, store-houses and yards at any time for the purpose of inspecting the stock of materials and plants so kept in hand and any materials or plants which the engineer may object to shall not be brought upon or used in the works, but shall be forthwith remove from sheds, store-houses and yards by the contractor. The contractor shall at his own expense provide and maintain suitable equipment necessary for the execution of the works.

3.24 GUARANTEE:

The performance of equipment supplied by the firm will be under guarantee for a period of 12 months from the date of provisional acceptance of the equipment by the purchaser.



During this period the contractor shall make available an experienced engineer and necessary equipment to attend any defective installation and be responsible for satisfying himself that the purchaser's staff follows the prescribed procedure for operation maintenance of equipment. The contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty materials designs or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Dy. Chief Electrical Engineer/PRS.

During the period of guarantee the contractor shall be liable for the replacement of any parts which may be found defective in the equipment whether such equipments to be of his own manufacture or those of his sub-contractors.

Whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the contractor provided always that such defective parts as or not repairable at site are promptly return to the contractor if so required by him at his (contractors) own expenses. The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site. In such a case the contractor shall be informed in advance of the work proposed to be carried out by the purchaser.

If it becomes necessary for the contractor to replace or renew any defective portion of the equipment under the clause aforesaid then the provision of the said clause shall also apply to the portion of the equipment so released or renewed until the end of the above mentioned period of twelve months, whichever is later. Such extension shall not apply in case of defects of a minor nature the decision of the Dy. Chief Electrical Engineer/PRS being final in the matter. If any defects be not remedied within a reasonable time during the aforesaid period the purchaser may proceed to do the work at the contractors risk and expenses, prejudice to any other rights and remedies which the purchaser has against contractor in respect of such defects or faults. The repaired or renewed parts shall be delivered and erected at site free of charge to the purchaser.

Any materials supplied (quantities or work and materials etc.) shall also be covered by the provisions of this clause. The liability of the contractor under the guarantee will be limited to resupply or shall be affected at the contractor's depot or in the event of closure of the depot at the stores depot of the Engineer at site covered by the contract.

In case of materials supplied by the purchaser, liabilities will rest on the contractor for failure on account of defects inherent in such materials.

FINAL ACCEPTANCE (As per G.C.C. 2022 and Amendment thereon):

The final acceptance of the installation shall take effect from the date of expiry of the period of guarantee as defined in clause 3.24 (Guarantee) provided the installation previously accepted provisionally are still in good working order.

3.25 VARIATION IN CONTRACT QUANTITY & PERIOD(As per G.C.C. 2022 and Amendment thereon) :

It will be done as per extent rules in force.

CHAPTER - IV

This chapter deals with prices to be paid in accordance with accepted schedules of prices, rates, terms and conditions of payment mentioned herein. The prices payable to the contractor shall be



to the maximum up to the total prices for the items completed, following are the terms and conditions of the contract.

4.1 MEASUREMENT AND VARIATION (As per G.C.C. 2022 and Amendment thereon) :

4.1.1 The unit prices of various items of work shall be included in the schedule of prices attached.

4.1.2 The unit prices quoted by the tenderer and accepted by the purchaser shall hold good till completion of the work and no additional individual claim will be admissible on account of fluctuation of market rates etc.

4.1.3 Minor changes in basic design if asked for by the Railways, or approved by Rly in case proposed by the contractor, shall not affect the unit price.

4.1.4 All unit prices shall be in rupees and inclusive of all taxes and duties. Unit measurement shall be in metric system. Contractor must carefully note the materials to be supplied by Rlys' if any, and no price is payable to the contractor for these materials.

4.2 Payment for field work shall be made in accordance with approved designs and drawings and measured in relevant units, except provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings the contractor will not be entitled to any extra payment unless the dimensions are increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs subject to approval by the purchaser before execution. In case the dimensions of work are less than those shown in the approved designs drawings and the work is accepted without being rejected, payment will be made as per work actually done at mutually acceptable rates. The measurement will be made generally in accordance with the specification, standard engineering practices and in conformity with the explanatory notes, if any.

4.3 FOR ANNUAL MAINTENANCE CONTRACT:

Unless otherwise mentioned, for running maintenance, servicing operation or running repair contracts, payment will be made only on quarterly basis/half-yearly basis after satisfactory completion of each quarterly/half-yearly period of work duly certified by the competent authority and as recorded in the measurement book.

4.4 ON ACCOUNT PAYMENT (FOR WORKS CONTRACT): (As per G.C.C 2022 and amendment thereon will be followed):

4.4.1 Supply Portion :

On account payment of materials will be made to the extent of 80% of the total unit prices of such materials included in schedule, on receipt of the materials in good condition at site. All invoices shall be accompanied by followings:

- i) Suppliers challan.
- ii) Inspection certificate granted by purchasers' representative.
- iii) Certificate of receipt of materials at the work site duly accepted by purchasers engineers.
- iv) Certificate that the stores have been ensured.
- v) Execution of indemnity bond (if any).



- vi) Certificate of current statutory taxes and duties.
- vii) Detailed entries for supply being made in the measurement book.
- viii. A 'no claim certificate' in favour of Eastern Railway is issued by the contractor.

Intermediate payment in course of working in case of supply, creation, commissioning, repair etc may be made to the contractor on submission of on account bills, in accordance with the provision detailed below. However, in case of running maintenance servicing, operation of running repair contract, made or payment will be followed as mentioned in clause 4.5.

4.4.2 ERECTION:

On account payment may be made to the extent of 80% of the total work done as per Schedule of Rates on satisfactory execution duly certified by Railway representative and as recorded in the documents for the work not less than 25% of contractual value.

4.4.3 FINAL PAYMENT OF BALANCE 20% OF SUPPLY AND ERECTION PORTION :

Subject to the condition as detailed below, balance 20% payment for both supply and erection and testing and commissioning charges etc. included in the schedule should be paid on commissioning of the complete work and issue of provisional acceptance certificate and no retention of Security deposit with railways in prescribed forms valid initially for 12 months from the date of commissioning subject to further extension to cover warranty obligation in Clause 3.22. This payment is also subject to compliance with the following:-

- i. The 20% payment for supply and erection as above will commence only after the advance paid, if any, and interest accrued thereon, is completely recovered through 80% on account Bill.
- ii. On supply of spare parts, catalogue and operating manual/ instruction book, etc.
- iii. On completion of supply of as erected drawings of equipment/installation.
- iv. On stocking of spares at site, if asked for, expeditious replacement, repair of Equipment during the warranty period duly certified by the purchasers representative.
- v. On free supply special tools for operation and routine maintenance, if any.
- vi. This payment will commence only when all on account payment made vide para 4.4.1 & 4.4.2 above are completed and wiped off.
- vii. A no claim certificate in favour of Eastern Railway is issued by the contractor.

4.4.4 SPECIAL CONDITIONS:

- A. Contractor shall abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalayan.indianrailways.gov.in'. Contractor shall register his firm/company etc.



and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under :

- (a) Contractor shall apply for onetime registration of their company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments mode thereof after each wage period.
- B. While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee/Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month _____Year".

4.5 RECOVERIES:

4.5.1 All recoveries for the cost of materials supplied and service rendered by the purchaser to the contractor shall ordinarily be made, by deduction from payments due to the contractor covering 80% on account payment against supply and erection, testing and commissioning.

4.5.2 Without prejudice to any other right or remedies, recovery for any loss of equipment/material supplied to the contractor under Clauses 2.4.1 shall be effected through the on account bills/final bills at the discretion of the engineer. The rate of recovery of such equipment/material shall be determined by the purchaser whose decision shall be final and binding.

4.5.3 INCOME TAX DEDUCTION (As per G.C.C 2022 and amendment thereon will be followed):

Income tax @ 2% of gross amount to be paid by the contractor and surcharge @ 15% on the amount of Income Tax deducted in pursuance of the contract will be deducted from all bills of the contractor in accordance with the Section 194C of the Income Tax Act of 1961 as introduced through the Finance Act of 1972 as amended from time to time.

4.6 The security deposit shall however be liable to be forfeited in case of any breach by the contractor of any of the condition of the contract or for non-completion of the full contract without prejudice to other rights and remedies of the purchaser whether specifically provided for herein or otherwise.

4.7 STATUTORY VARIATION IN TAXES AND DUTIES:



If and when Goods and Service Tax (GST) and Excise Duty on this order become payable under rules, such payment will be on the purchasers account. However, purchaser will not be responsible for the payment of Excise Duty and Goods and Service Tax (GST) made by the tenderer under miss appreciation of law.

4.8 It will be obligation on the part of the contractor to submit any statement, document, certificate, etc along with bills or at any time during the contract, if necessary, as imposition by statutory state or central legislation or the law of the land.

4.9 PENALTY FOR NON-ATTENDING OF BREAKDOWN CALL WITHIN GUARENTEE PERIOD :

- i. The contractor shall attend all failure reported by Rly's. whether in writing, verbally or telephonically, within 24 hrs of getting such report/request. In cases of non-attending the failure within 24 hrs. Rly. reserves the right to levy penalty on every hour or part thereof of delay in attention in excess of 6 hrs. at the hourly rate of 0.05% of the total contract value.
- ii. After paying the initial attention, the system shall be put right within a reasonable time as agreed by Rly's. In case the system is not set right within such time and any willful delay or negligence noticed on the part of the contractor, Rly. reserves the right to levy penalty on every hour or part thereof of the downtime in excess of the reasonable time as stated before, at the hourly rate of 0.05% of the annual contract value.
- iii. Penalty may be made charged in accordance with (i) (ii) above or combination of both as the case may be.
- iv. Penalty to be charged in addition to the pro rata non-payment during the downtime.

4.10.1 On testing and inspection by authorized Rly representative, if it is found that the work has not been carried out as per specification, schedule of work and approved quality of materials, the Rly authorities reserves the right to impose penalty to be determined by DY.CEE/PRS/NKG/HQ, Kolkata.

4.10.2 At the time of work execution, because of contractor's mismanagement if adjoining UPS Power Supply System & Central Cooling System gets affected which further affects adversely in Un-interrupted Power Supply & Air conditioning in server room respectively at New Koilaghat Computer Complex, then the contractor shall be liable for imposition of penalty as decided by the Rly. authority.

4.11 FAILURE TO PERFORM MAINTENANE SCHEDULE AS PER AMC BREAKDOWN (APPLICABLE FOR AMC CASE ONLY):

The contractor has to perform monthly and half-yearly schedule maintenance on the specified dates every month. Any delay more than 10 day for monthly and more than 30 days for half-yearly maintenance schedule be recorded as poor performance and for delay for more than 3 times, action shall be taken as per Para 4.9.

4.12 PENALTY FOR DELAY IN COMPLETION (FOR WORKS CONTRACT) (As per G.C.C. 2022 and Amendment thereon):

If the contractor fails to execute and complete the work within the time specified in the letter of acceptance of tender or within the period of extension granted by the Rly. Administration except in case of delay on the Rly Administration's account, the contractor shall accept a reduction in the total amount payable to him by the Rly. Administration @ 0.5% per week subject to a



maximum of 10% of the value of the entire work.

The competent authority while granting extension to the currency of contract, may also consider levy of token penalty as deemed fit based on the merit of the case.

4.13 CLARIFICATION:

Clarification required by the tenderer may be obtained free from the Dy. Chief Electrical Engineer/PRS, Eastern Railway/Kolkata or as prescribed in the preamble of the tender papers.

N.B. NA- Not Applicable.





NEFT MANDATE FORM

FROM

Date :

To
FA&CAO
Eastern Railway
Kolkata.

Sub :: Willingness to receive payment through RBI's NEFT system.

We refer to the NEFT (National Electronic Fund Transfer) system being set up by E.Rly, Kolkata for remittance of our payments using RBI's NEFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted account.

1. NAME OF ORGANISATION AND ADDRESS :

2. MICR CODE OF BANK :

3. BANK NAME :

4. BRANCH NAME :

5. BANK ADDRESS :

6. BRANCH TELE/FAX NO :

7. BANK ACCOUNT NO :

8. TYPE OF ACCOUNT :

9. IFSC CODE NO. :

A photo copy of the cheque leaf is attached herewith for necessary action at your end.

Enclo.: As above.

Signature with Stamp.



**MODEL FORM OF PERFORMANCE BANK GUARANTEE BOND
GUARANTEE BOND**

1. In consideration of the President of India (here after called the Government) having agreed to exempt _____ (hereinafter called the said contractor(s) from the demand), under the terms and conditions of an agreement stated _____ made between _____ and _____ for _____ (hereinafter called the said agreement), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a irrevocable bank Guarantee for ₹ _____ (Rupees _____ only). We _____ (Indicate the name of Bank) (hereinafter referred to as the BANK) at the request of _____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding ₹ _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We _____ (Indicate the name of Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demit, merely on a demand from the Government stating that the amount claimed is due by way or loss or damage caused to or would be caused to or suffered by the Government by reason of beach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank Under this guarantee. However, our liability under this guarantee shall be restricted an amount not exceeding ₹ _____.
3. We undertake to pay the Government any money so demand notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any amount or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We _____ (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or Discharged or till (Name of the Office/Department) Ministry of Railways certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand of claim under the guarantee is made on us in writing on or before the (Date of Completion + 6 months thereafter) we shall be discharged from all liability under this guarantee thereafter.
5. We _____ (Indicate the name of Bank) 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 or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on the pad of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We _____ (Indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date the _____ day of _____ 20

for _____.



**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS**

(To be executed in presence of public notary on Non- Judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer).**

Tender No: EL-PRS-AMC- AC-02-26.

Name of Work: A. "Preventive and breakdown maintenance (AMC) of Air-Cooled package unit at SDAH Booking office & NKG Data centre for 03 years."
B. "AMC of Split type AC units and Window type AC units at Kolkata B.O and NKG DATA centre for 03 Years".

The President of India,
Acting through the Dy.CEE/PRS, New Koilaghat, E.Rly.

I.....(Name and designation)**appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of _____ (Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.



8. I/we understand that if the contents of the **certificate** submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security **and may also lead to any other action provided in the contract including** banning of business for a period of upto two year. Further, I/we (*insert name of the tenderer*) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee **and may also lead to** any other action provided in the contract including banning of business for a period of upto **two** year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.



EASTERN RAILWAY

Tender No: EL-PRS-AMC- AC-02-26.

Name of Work A. "Preventive and breakdown maintenance (AMC) of Air-Cooled package unit at SDAH Booking office & NKG Data centre for 03 years."

B. "AMC of Split type AC units and Window type AC units at Kolkata B.O and NKG DATA centre for 03 Years".

The President of India,
Acting through the Dy.CEE/PRS, New Koilaghat, E.Rly.

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online submitted as Bank Guarantee Bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if :

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by _____ Department of Industrial Policy and Promotion (DIPP) and my registration number is _____ valid upto _____ (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is _____ with _____ and hence required to deposit only 50% of Bid Security

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)



**Eastern Railway
Passenger Reservation System
Electrical Department
Kolkata**

Tender No EL-PRS-AMC-AC-02-26.

Name of work: A. "Preventive and breakdown maintenance (AMC) of Air-Cooled package unit at SDAH Booking office & NKG Data centre for 03 years".

B. "AMC of Split type AC units and Window type AC units at Kolkata B.O and NKG DATA centre for 03 Years".

Details of the Tenderer

Sr. No.	Description	Details
1	Name of the tenderer	
2	Address	
	Mobile Number	
	Telephone Number	
	Fax No.	
	e-mail ID*	
3	Status of the tenderer: individual/ proprietorship firm/ partnership firm/ privatelimited/ public limited/ Society/ Autonomous body (Attach documentary evidence.)	
4	PAN No. (Attach documentary evidence.)	
5	GSTIN No. (If applicable) (Attach documentary evidence.)	
6	EPF Registration No. (Attach documentary evidence.)	
7	ESIC Registration No. (Attach documentary evidence.)	
8	Other Registration details under other applicable Laws (Attach documentary evidence.)	
9	Name of the person signing the tender	
10	Authority for signing the tender (Refer to Clause No. 6(b) of Part- I of General Conditions of Contract of Indian Railways)	

* The date of sending of any letter by Railway to the contractor on the email address will be deemed to be the date of receipt of the same by the contractor. Therefore, contractor should regularly check his incoming emails. If there happens to be any change in the email ID and other contact details, the same should be communicated by the contractor to Railways immediately. Please do not keep any table blank write Not Applicable, as per the case

The above information should be necessarily submitted by the tenderer.

Tenderer's Seal

Signature of the Tenderer



**Eastern Railway
Passenger Reservation System
Electrical Department
Kolkata**

Tender No EL-PRS-AMC- AC-02-26.

Name of work: A. "Preventive and breakdown maintenance (AMC) of Air-Cooled package unit at Booking office & NKG Data centre for 03 years".

B. "AMC of Split type AC units and Window type AC units at Kolkata B.O and NKG DATA centre for 03 Years".

UNDERTAKING OF NOT BEING BLACKLISTED OR DEBARRED

(To be submitted by Sole Proprietorship firm, HUF, Partnership firm, Joint Venture, Company, LLP (Limited Liability Partnership), Registered Society & Registered Trust)

I/We (All members in case of partnership firm, Joint Venture) hereby solemnly certify that I/We are not blacklisted or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tender/contract on the date of opening of bids either in their individual capacity or as a member (in case of the JV/Partnership).

Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract, 2022.

Signature of all members in case of Joint Venture and Partnership Firm shall be endorsed.

Signature of Tenderer(s)



**Eastern Railway
Passenger Reservation System
Electrical Department
Kolkata**

Tender No EL-PRS-AMC-AC-02-26.

Name of work: A. "Preventive and breakdown maintenance (AMC) of Air-Cooled package unit at SDAH Booking office & NKG Data centre for 03 years".

Scope of work and schedule of rate

SL. No.	Description of work	Qty.	Unit	Cost in ₹ for 1st. Year		Cost in ₹ for 2nd. Year		Cost in ₹ for 3rd. Year	
				Unit Rate	Total Cost	Unit Rate	Total Cost	Unit Rate	Total Cost
1	Comprehensive, Preventive & Breakdown Maintenance contract of micro-processor based 8.75TR air cooled package units at NKG DATA centre & SDAH booking offices.	05	nos.	13508.08	67540.41	14183.49	70917.43	14892.66	74463.30
2	Repair/Replacement as and when if required.								
i).	Replacement of defective compressor by new one of identical make and capacity for above package units	03	Nos.	51533.97	154601.91	54110.67	162332.01	56816.20	170448.61
ii).	Replacement of defective condenser fan motor by new one of identical make for above package units	03	Nos.	2836.73	8510.20	2978.57	8935.71	3127.50	9382.50
iii).	Supply and charging of refrigerant gas for above package units	35	K.g	624.309	21850.82	655.524	22943.36	688.301	24090.52
				Total ₹	252503.34		265128.51		278384.93
						Grand Total in ₹ Including GST		796016.78	

Signature of Tenderer with office seal

- N.B. ::
- 1> All breakdown calls are to be attended & set right within stipulated period. Otherwise penalty will be imposed.
 - 2> Utilization of manufacturer's make spares is preferred. Similar spares may be accepted on emergency if manufacturers make spares are not available on certification by manufacturer's spares dealer.
 - 3> Railway payment terms should be accepted.
 - 4> Indemnity bond to be submitted to take any materials/spares outside Rly. premises.
 - 5> All equipments repaired/replaced should have a warranty of one year from the date of fitment.
 - 6> The firm may visit the location and condition of the plant before offering rates.
 - 7> Please quote overall %age above/below rates in reference to above basic cost of this schedule on **Rate-Index page only**.
- Please note that item wise quoting of rates on individual schedules will not be acceptable and the tender will be summarily rejected.
- 8> Basic costs of this schedule are indicated only based on average prevalent rates shown against each item.



Eastern Railway
Passenger Reservation System
Electrical Department
Kolkata

Tender No EL-PRS-AMC-AC-02-26.

Name of work: B. "AMC of Split type AC units and Window type AC units at Kolkata B.O and NKG DATA centre for 03 Years".

Scope of work and schedule of rate

SL. No.	Description of work	Qty.	Unit	Cost in ₹ for 1st. Year		Cost in ₹ for 2nd. Year		Cost in ₹ for 3rd. Year	
				Unit Rate	Total Cost	Unit Rate	Total Cost	Unit Rate	Total Cost
1	Comprehensive, annual maintenance contract of AC machines(28 Nos. split type AC 1.5 TR each & 6 Nos. window cooler 1.5 TR each) for smooth trouble free operation of the units throughout the AMC period.	612TR	Ton-Month	191.0	116892	200.55	122736.6	200.55	122736.6
2	Repair/Replacement as and when if required.								
i).	Replacement of damaged/defective compressor including gas charging 1.5TR by similar one and released compressor are to be returned to SSE/M/PRS/Elect with challan.	07	Nos.	7073.09	49511.63	7426.74	51987.18	7426.74	51987.18
ii).	Supply and charging of refrigerant R-22 gas if required.	15	K.G	1036.35	15545.25	1088.32	16324.8	1088.32	16324.8
iii).	Replacement of defective/damage outdoor PCB for inverter split AC by new similar one.	9	Nos.	8500	76500.0	8925.0	80325.0	8925.0	80325.0
iv).	Replacement of defective /damage indoor PCB for inverter split AC by new similar one.	9	Nos.	6200	55800.0	6510.0	58590.0	6510.0	58590.0
				Total ₹	314248.88		329963.58		329963.58
						Grand Total in ₹ Including GST	974176.04		

Signature of Tenderer with office seal

- N.B. ::
- 1> All breakdown calls are to be attended & set right within stipulated period. Otherwise penalty will be imposed.
 - 2> Utilization of manufacturer's make spares is preferred. Similar spares may be accepted on emergency if manufacturers make spares are not available on certification by manufacturer's spares dealer.
 - 3> Railway payment terms should be accepted.
 - 4> Indemnity bond to be submitted to take any materials/spares outside Rly. premises.
 - 5> All equipments repaired/replaced should have a warranty of one year from the date of fitment.
 - 6> The firm may visit the location and condition of the plant before offering rates.
 - 7> Please quote overall %age above/below rates in reference to above basic cost of this schedule on **Rate-Index page only**.
- Please note that item wise quoting of rates on individual schedules will not be acceptable and the tender will be summarily rejected.
- 8> Basic costs of this schedule are indicated only based on average prevalent rates shown against each item.



**Eastern Railway
Passenger Reservation System
Electrical Department
Kolkata**

SCHEDULE OF WORKS

Tender No. EL-PRS-AMC-AC-02-26.

Name of the Work: A. "Preventive and breakdown maintenance (AMC) of Air-cooled package unit at SDAH Booking office & NKG Data centre for 03 years".

B. "AMC of Split type AC units and Window type AC units at Kolkata B.O and NKG DATA centre for 03 Years".

RATE INDEX

TENDERER SHOULD QUOTE THEIR RATES HERE UNDER:

(1)	Schedule of Works.	<p>Rates quoted are _____ % (in figure)</p> <p>_____ % (in words)</p> <p>above/below on schedule of works.</p>
-----	---------------------------	--

Note:

- (i) TENDERERS ARE REQUESTED TO QUOTE THEIR RATE IN THIS PAGE ONLY AND NOT IN SCHEDULES, BASIC RATES HAS BEEN SHOWN IN SCHEDULES FOR GUIDANCE.
- (ii) PLEASE NOTE ITEMWISE RATES FOR DIFFERENT SCHEDULES WILL NOT BE ACCEPTABLE AND THE TENDER WILL BE SUMMERILY REJECTED IF ITEMWISE RATES ARE QUOTED.

Dated :

Signature of Tenderer
with office seal



SCHEDULE OF PREVENTIVE MAINTENANCE AND SCOPE OF WORK

Package Units

Format of Maintenance Schedule :

Each item of the schedule maintenance work to be carried out by the firm as per the format given below. After carrying out the schedule maintenance, copy of this format must be signed jointly by the firm's representative and electrical staff of PRS electric and same is to be handed over to SSE/M/PRS for record. Bill is to be submitted along with the copy of jointly signed maintenance schedule and subsequently certified by SSE/M/PRS.

Weekly Schedule :

1. Equipment Description :
2. Location:
3. Work carried out on :

Sl. No.	Description of work	Remarks
1	Visual inspection of all rotating equipments of package units for unusual noise, heat, smell etc. and take remedial action.	
2	Check all units for proper functioning and recording H.P, L.P, O.P., return air temperature and if found defective to be attended and rectified.	
3	Cleaning of filters of package units with cloth to remove dust etc.	
4	Checking of inside temperature.	
5	Checking the performance of control panels and record readings viz. voltage and current etc.	
6	To adjust the belt tension and replace if worn out.	
7	Checking leakage of pipe line and to arrest.	

Signature of Firm's representative

Signature of Staff/ Technician



SSE/M/PRS

HALF YEARLY SCHEDULE :

1. Equipment Description :
2. Location :
3. Work carried out on :

In addition to the monthly schedule work, following work is to be done.

Sl. No.	Description of work	Remarks
1	Cleaning of cooling coil with suitable chemical solution & fresh water.	
2	Lubricate the bearings of motors, if required.	
3	Check insulation of pipeline and take corrective action.	
4	Cleaning of outdoor unit and condensing coil with suitable chemical solution & fresh water.	
5	Visual checking of all interconnecting pipeline, drain pipeline, valves etc to prevent leakage and checking electrical components and connection and take remedial action.	

Signature of Firm's representative

Signature of Staff/ Technician

SSE/M/PRS



Quarterly SCHEDULE :

1. Equipment Description :
2. Location :
3. Work carried out on :

In addition to the monthly schedule work, following work is to be done.

Sl. No.	Description of work	Remarks
1	Checking, cleaning and servicing all the units.	
2	Clean and check the contacts of starter etc of electrical panel inside the unit including fuses and all electrical cables for any looseness and tightening the same including any replacement.	
3	Lubricating the bearings of motors, if required.	
4	Cleaning of the cooling and condensing coils package with suitable chemical solution and fresh water.	
5	Checking of discharge/suction/oil pressure.	
6	Cleaning of the electrical panel.	
7	Checking the starter along with contact tips and interlock of the system.	
8	Checking of any abnormal noise, vibration etc.	

Signature of Firm's representative

Signature of Staff/ Technician

SSE/M/PRS



YEARLY SCHEDULE :

1. Equipment Description :
2. Location :
3. Work carried out on :

In addition to the half yearly schedule, following work is to be done.

Sl. No.	Description of work	Remarks
1	Through overhauling, varnishing, baking and replacement of bearing for various motor is any.	
2	Thorough testing of compressor units, repair/replacement of worn out components, if necessary fresh oil charging, painting of base plate by water resistant paint. All spares (if required) to be procured from original manufacturers or their authorized dealers and necessary documents should be produced.	
3	Thorough overhauling of starter switches and replacement of worn out contactors and defective components.	
4	Clean air filters and replace if damage.	
5	Replenish refrigerant if required.	
6	Repairing/overhauling all other equipments and replacement of worn out parts if necessary.	
7	Replacement of damaged associated pipelines of the package units, overhauling and replacement/repair of worn out components of controlling valves.	
8	Checking microprocessor for satisfactory operation.	
9	Cleaning the electrical panel and check for individual operation.	
10	Checking and adjust the controls.	

Signature of Firm's representative

Signature of Staff/ Technician

SSE/M/PRS



General Items :- These works are to be done as and when required in addition to schedule maintenance works. Repair/Replacement of any or some of the following items to be done by the firm.

1. Equipment Description :
2. Location :
3. Work carried out on :

In addition to the half yearly schedule, following work is to be done.

Sl. No.	Description of work	Remarks
1	Cleaning of the condenser coil as and when required.	
2	Rewinding of motors if burnt out.	
3	Replacement of operating coils of starter contactor etc if burnt out, replacement of MCB/Isolator etc. if required.	
4	Replacement of canvas cloth as and when required.	
5	Supply and charging of refrigerant gas if required.	
6	Repair/Replacement of H.P & L.P cut out switch if required.	
7	Repair/Replacement of overload relay for blower motor as and when required.	
8	Repair micro processor based control panel with all accessories, blower motor as and when required.	
9	Replacement of catch all filters if required.	
10	Repair/Replacement of expansion valves if required.	
11	Welding of leakage in tubes/pipes inside the package units as and when required.	
12	Repair/Replacement of any parts of the electrical panel associated with the package units if found defective.	

Signature of Firm's representative

Signature of Staff/ Technician

SSE/M/PRS



SCHEDULE OF PREVENTIVE MAINTENANCE AND SCOPE OF WORK

Split & Window AC

Format of Maintenance Schedule :

Each item of the schedule maintenance work to be carried out by the firm as per the format given below. After carrying out the schedule maintenance, copy of this format must be signed jointly by the firm's representative and electrical staff of PRS electric and same is to be handed over to SSE/M/PRS for record. Bill is to be submitted along with the copy of jointly signed maintenance schedule and subsequently certified by SSE/M/PRS.

Preventive Maintenance monthly :-

1. Equipment Description :
2. Location:
3. Work carried out on :

Sl. No.	Description of work	Remarks
1	Cleaning of air filters.	
2	Checking of all electrical cables, terminals switches for any abnormality. Any defect deficiency to be rectified.	
3	Checking of O/L relay, thermostat, capacitors for proper functioning. Any defects to be attended and proper functioning ensured.	
4	Checking blower motor and fan for any abnormality. If any defect/deficiency is found to be rectified immediately.	
5	External cleaning of complete AC machine.	

Signature of Firm's representative

Signature of Staff/ Technician

SSE/M/PRS



Preventive Maintenance Quarterly :-

1. Equipment Description :
2. Location:
3. Work carried out on :

Sl. No.	Description of work	Remarks
1	Checking starting and running capacitors. Their value should not be less than 10% of the standard values. Check and lubricate the motor bearing, check dome mounting spring, position of fan blade, damper links, hinges and all the joints. Check vibration of refrigerant piping. Check whether any leaking of refrigerant and sealing gasket and take action accordingly.	

Signature of Firm's representative

Signature of Staff/ Technician

SSE/M/PRS



Preventive Maintenance Yearly :-

1. Equipment Description :
2. Location:
3. Work carried out on :

Sl. No.	Description of work	Remarks
1	Yearly overhauling schedules to be done during the month of December and January.	
2	The complete unit should be taken out each part is to be dismantled. After dismantling, all parts should be checked for its functioning. If the parts, components equipments require replacement/repair, it is to be done.	
3	Capacitors value to be measured. If the value is found beyond permissible value, it is to be replaced.	
4	Relay and other electrical equipments are to be checked for proper functioning.	
5	Checking the electrical wiring. If wiring is in the bad condition.	
6	Replacements of defective switches.	
7	Overhauling of blower motor and blower.	
8	Cleaning of condenser and cooling coil with suitable chemical.	
9	Body patch repair if required and painting with anti corrosive resistant.	
10	Replacement of all anti vibration mountings of sealed dome compressor and blower motor.	

Signature of Firm's representative

Signature of Staff/ Technician

SSE/M/PRS



SPECIAL NOTE

The above maintenance schedules are indicative. All other items/parameters are to be checked during maintenance work which are deemed fit for proper operation of the system. **Firm must attend the breakdown call within the minimum possible time that should not exceed a period of 4 hrs. from reporting over telephone, verbally or in written during the maintenance period of three years.** The "BILL" against the maintenance work is to be submitted along with this signed maintenance schedule.

All electronic spare parts/PCBs are included in this contract. If required, these are to be replaced by the firm and no extra payment will be paid for replacement. Indirect or consequential loss (after certified by the competent authority) is excluded from the contract.

The firm should submit a programme indicating date and time (signed jointly by the firm and SSE/M/PRS) for the work of schedule maintenance of monthly, half yearly and yearly. The same is to be submitted to Dy.CEE/PRS or AEE/PRS/HQ for information and necessary advice.

If any discrepancy in this tender document, G.C.C. April 2022 and revision thereon shall be followed.

Any dispute in this tender (If arise) to be dealt under Kolkata Jurisdiction only.
