

INSTRUCTIONS TO TENDERERS For e-Tenders

1.0 GENERAL

1.1 E-tender have been invited for and on behalf of the President of India through website www.ireps.gov.in for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender no. and tender. 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.

1.2 E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.

1.3 The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the 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.

1.4 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 Office as mentioned specifically.

1.5 The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion 15 days prior to date of opening of the tender as corrigendum.

1.6 Corrigendum as required may be issued up to 15 days prior to the opening of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.

1.7 This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Specifications 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.

1.8 Payment of Earnest Money Deposit (EMD) / Bid security shall be deposit either in cash through e-payment gateway or submitted as Bank Guarantee bond from a schedule commercial bank or as mentioned in tender document. The Bank Guarantee bond shall be as per Annexure – VIA of GCC-April'2022 or latest and shall be valid for a period of 90 days beyond the bid validity period.

Note: In case of submission of bid security in the form of Bank Guarantee, requisite guidelines should be ensured as per GCC-April'2022 or latest.

This clause is applicable only if Bid security / Earnest money is mandatory.

1.9 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.

1.10 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that 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.

1.11 Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money due to wrong or mis manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.

1.12 All documents uploaded or information furnished in the website are digitally signed by the competent authority.

1.13 This tender document includes many chapters/items/Conditions/Instructions like as Undertakings, Technical Compliance, Commercial compliance, standard Technical Criteria, Standard Financial Criteria, Similar Nature of Work, General Instructions to Tenderers for e-tendering, Special Conditions of Contract-General and list documents to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work 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 document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation.

2.0 Books of reference: Tenderer should purchase a copy the following books of Engineering department of the Eastern Railway from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkata- 700 001 on payment of prescribed cost and should go through them:

1. The General Conditions of Contract, April'2022 edition with all correction slips issued from time to time and up to date till the date of opening of this tender, herein under referred to as **GCC-April'2022'** for the purpose of general condition of contract. The tender will be governed by **GCC-April'2022'** with all correction slips issued from time to time and up to date till the date of opening of this tender.

2.1 **Contractor:** Tenderer, whose tender is accepted by the Railway, shall thereafter be referred to as 'contractor' and shall mean the person/firm/co-operative society or company, whether incorporated or not, who enters into contract with the Railway and shall include his executor, administrator, successor and permitted assignee. This tender document of the successful tenderer shall form part of contract agreement between the contractor and the Railway after acceptance thereof by the Railway.

2.2 Singular and Plural: Words importing singular number shall also include plural and vice versa where the context requires in this tender document and vice versa.

3.0 TENDERER' S POSTAL ADDRESS :

3.1 **Address of tenderer:** The address, email Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes.

All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

3.2 **Change of address:** Tenderer shall keep the Railway informed of changes in the postal address at all times in his own interest.

4.0 COST OF EARNEST MONEY DEPOSIT AND MODE OF PAYMENT:

Payment of Earnest Money Deposit (EMD)/ Bid security shall be deposit either in cash through e-payment gateway or submitted as Bank Guarantee bond from a schedule commercial bank or as mentioned in tender document. The Bank Guarantee bond shall be as per Annexure – VIA of GCC-April'2022 or latest and shall be valid for a period for 90 days beyond the bid validity period.

Note: In case of submission of bid security in the form of Bank Guarantee, requisite guidelines should be ensured as per GCC-April'2022 or latest.

This clause is applicable only if Bid security / Earnest money is mandatory.

5.0 INCONSISTENCY BETWEEN THE DOCUMENTS

The GCC-April'2022 to be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. However, in case of any inconsistency and contradictions between the same and the special conditions and specifications laid in various chapters of this tender document, the later shall prevail.

6.0 SCOPE OF THE TENDER

E-Tenders have been invited for and on behalf of the President of India for the work, scope of which has been described in the Notice inviting Tender (NIT) and Schedule of work in the website of IREPS. Above scope of the work is indicative only. The tenderer is advised to visit the site of the work and acquaint himself with the site conditions, expected scope and quantum of works involved in his own interest.

7.0 COST OF THE WORK

The cost of work has been detailed in the NIT (Notice Inviting Tender) available online in the website only. Such cost is approximate and is meant only for the guidance of the tenderer.

8.0 THE SCHEDULE OF WORKS

The Schedules of Works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

9.0 INSPECTION OF DATA

Drawings for the work can be seen in the office inviting this tender on any working day during working hours. The drawings are only for the guidance of tenderers. Detailed working drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

10.0 INSPECTION OF SITE

Before submitting tender, tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the work, that all conditions liable to be encountered during execution of the work are taken into account and that the rates, he enters in this tender document, are adequate and all inclusive to accord with the provisions in Clause-37 of the GCC-April'2022 for completion of the works to the entire satisfaction of the Railway.

11.0 SUBMISSION OF TENDER

11.1 Tender must be submitted online through the website www.ireps.gov.in on and before the time and date specified in NIT for closing. No manual offers shall be received for this tender.

11.2 The requisite Earnest Money as per NIT should be submitted with the tender in any forms as specified in Cl:4 and 23.2 of Chapter-I.
This clause is applicable only if Bid security / Earnest money is mandatory.

11.3 Tenderers can revise their offers for any number of times till date and time of closing.

12.0 OPENING OF TENDER

12.1 Opening of e-tender online:- The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.

12.2 In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, opening of tenders online will be done on next working day.

13.0 PERIOD OF VALIDITY OF THE TENDER

Tenderer shall keep his tender open for a minimum period as stipulated in Notice inviting Tender (NIT) on the website and in this tender document from the date of opening of this tender. It shall be understood that, after submitting his tender, the tenderer shall not resile from his offer or modify the terms and conditions there of in a manner not acceptable to the Railway within the above period. The Railway may, however, request the tenderer to extend validity of his offer with aforesaid stipulations enforced.

14.0 PERIOD OF COMPLETION OF THE WORK

The entire work covered by this tender is required to be completed in all respects within the period of completion stipulated in Notice inviting Tender (NIT) in website and in this tender document and the period shall be reckoned from the date of issue of the letter of acceptance. Tenderer shall submit his tender subject to acceptance of this condition and with undertaking to do so, if the work is awarded to him.

15.0 SPECIFICATIONS OF THE WORK

The work shall be carried out as per specifications attached in this e-tender and in tender schedule and tender document or otherwise referred to herein.

16.0 ELIGIBILITY CRITERIA (FOR TENDERS OF VALUE ABOVE RS. 50 LAKHS) :

16.1 Eligibility Criteria- As per GCC, April'2022 or latest.

The tenderer has to submit the credential certificate for the completion of the similar Nature/type of the works. **Similar nature of work for this tender is mentioned in NIT (Notice Inviting tender) in the website.** Tenderers are requested to ensure themselves that their demanded work satisfies the Similar nature of Work mentioned in the NIT in the website prior to filling and submitting the e-tender.

16.2 Tenderer has to upload with scanned copy/copies as supportive documents/certificates from the Organization for whom they have worked along with the tender offer. Certificates from Govt./Semi Govt./PSU/Govt. Autonomous bodies/Public Limited Company (Govt. Sector) will only be accepted. Certificates from Private individual/Private Limited Company/Public Limited Company (Private Sector) for whom such work are executed shall not be accepted.

16.3 The 7 years period mentioned in appropriate paragraphs of technical eligibility criteria and the 3 years period mentioned in appropriate paragraphs of financial eligibility criteria, shall be reckoned as per GCC-April'2022 or latest as mentioned in the NIT (Notice Inviting Tender).

17.0 Standard Technical Eligibility Criteria followed by GCC-April'2022 or latest. (For Tender Value above Rs.50 Lakhs):

17.1 For the Firm -

Technical Eligibility Criteria followed by GCC-April'2022 or latest.

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of

each component of tender, or

(iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

Note: Also follow GCC-April'2022 or latest

**17.2. Financial Eligibility Criteria Followed by GCC-April'2022 or latest:
(For Tender Value above Rs. 50 Lakhs):**

The tenderer must have minimum average annual contractual turn over of V/N or V whichever is less, where

V = Advertised value of the tender in Crores of Rupees.

N = Number of years prescribed for completion work for which Bids have been invited.

The average annual contractual turn over shall be calculated as an average of "total contractual payments" in the previous three financial years as per the audited balance sheet. However, in case balance sheet of the previous years is yet to be prepared / audited, the audited balance sheet of the fourth previous years shall be considered for calculating average annual contractual turn over.

The tenderers shall submit requisite information as per Annexure-VIB of GCC-April'2022 or latest, along with copies of audited balance sheet duly certified by the chartered accountant / certificate from chartered accountant duly supported by audited balance sheet.

17.3. For the JV Firm:

Followed as per **GCC-April'2022 or latest.**

18.0 Partnership deeds, Power of Attorney etc.

Followed as per **GCC-April'2022 or latest.**

19.0 RAILWAY OFFICERS ASSOCIATED WITH TENDERER

Followed as per **GCC-April'2022 or latest.**

20.0 TESTIMONIALS

20.1 Experience, financial status and ability: Tenderer is required to upload documents detailed hereunder duly filled in and signed in the website while submitting tenders online for evaluation of his credentials. All these documents are available in website also which may be down loaded on need.

20.2 List of completed works: Tenderer is required to submit, along with his e-tender, particulars of all works completed by him for the Railways or for any other client in the last three financial years starting from the original date of opening of this tender in the Performa enclosed as **annexure-I** to this chapter. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has not completed any work. Supportive certificates from the organizations with whom the tenderer worked should be enclosed giving description of work, value of work at the time of award, date of award, scheduled date of completion, date of actual start, actual date of completion final value of contract etc.

20.3 List of works in hand: Tenderer is required to submit, along with his tender, particulars of all works in hand for the Railways or for any other client in the Performa enclosed as **annexure-IV** to this chapter of this tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has no works in hand. Supportive documents from the organizations with which the tenderer is workings should be enclosed giving description of work, contract value, date of award, approximate date value of balance work.

20.4 Banker's solvency certificate: Tenderer is also required to enclose, along with his tender, Banker's solvency certificate showing financial capabilities of the tenderer. The Railway reserves the right to treat the tenderer as having no financial capability to handle such a work in absence of such certificate.

20.5 List of court cases and arbitration cases: Tenderer is also required to submit, along with his tender, list of arbitrations demanded from any clients during the last five years preceding the date of opening of this tender as per **annexure-VI** to this chapter of this tender document. The tenderer is also required to submit, along with his tender, list of court cases filed against any clients during the last five years preceding the date of opening of this tender as per **annexure-VII** to this chapter of this tender document.

20.6 List of plant and machinery: Tenderer has to make his own arrangements for execution of works. The tenderer is required to submit, along with his tender, list of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Performa given in **annexure-II** to this chapter of this tender document. The tender without this information may be treated as if the tenderer has no plant and machinery available on hand (own) and that no plant and machinery are proposed to be inducted for the subject work.

20.7 List of personnel and organisation: Tenderer is required to submit, along with his tender, list of Personnel and organisation available on hand (own) and proposed to be engaged for the subject work in Performa given in **annexure-III** to this chapter of this tender document. The tender without this information may be treated as if the tenderer has no personnel and organisation and that no personnel and organisation are proposed to be engaged for the subject work.

21.0 EARNEST MONEY

The earnest money shall be @ 2% of the estimated tender value up to Rs. 1.00 Crore and Rs.2.00 Lakh plus ½% (Half percent) of the excess of estimated cost of work beyond Rs.1.00 crore subject to maximum of Rs.1.00 Crore, The earnest money should be rounded off to the nearest Rs.100/-.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.1 Condition for earnest money: Tenderer are required to deposit prescribed amount of earnest money, as specified in Notice inviting Tender (NIT) in the website for the due performance of the stipulation to keep his tender open till such date as specified in Notice inviting Tender (NIT) in the website. The forms, in which such earnest money shall be deposited, are mentioned in Para 4 & 23.2 of Chapter-I hereunder.

No adjustment of the earnest money submitted with earlier tenders, including tenders, which have already been accepted, shall be done. Tenders received without the aforesaid earnest money shall be summarily rejected.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.2 MODE OF PAYMENT OF EARNEST MONEY:

Payment of Earnest Money Deposit (EMD)/ Bid security shall be deposit either in cash through e-payment gateway or submitted as Bank Guarantee bond from a schedule commercial bank or as mentioned in tender document. The Bank Guarantee bond shall be as per Annexure-VIA of GCC-April'2022 or latest and shall be valid for a period for 90 days beyond the bid validity period.

Note: In case of submission of bid security in the form of Bank Guarantee, requisite guidelines should be ensured as per GCC-April'2022 or latest.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.3 APPROPRIATION OF EARNEST MONEY TOWARDS SECURITY DEPOSIT

If a tender is accepted, the amount of earnest money deposited by such tenderer shall be retained as part of security deposit for due and faithful fulfillment of the contract in terms of clause 16 of the GCC-April'2022 or latest shall form part of the security deposit stipulated in this tender document.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.4 REFUND OF EARNEST MONEY

- i) Earnest money of unsuccessful tenderers shall, save as herein provided, be returned to them within a reasonable time. No Interest will be paid on the Earnest money. Also, the Railway shall not be responsible for any loss or depreciation that may happen thereto while in possession of neither the Railway nor it will be liable to pay interest thereon.
- ii) Earnest Money deposited may be returned through NEFT as per the mandate given by the agency through the website. Earnest money deposited in cash shall be refunded through NEFT or by a cheque drawn in favour of unsuccessful tenderers and shall be sent to them by Registered Post at the address available in the portal. The cheque may be drawn on the Reserve Bank of India at Kolkata. The Railway shall not be responsible for any postal delays or loss other causes beyond its control.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.5 FORFEITURE OF EARNEST MONEY

21.5.1 It shall be understood that this tender document has been issued/sold online to the tenderer and the tenderer has been permitted to tender online through website www.ireps.gov.in in consideration of stipulation on his part that, after submitting his tender, he shall not resile from his offer or modify the rates or terms and conditions thereof after online submission or in a manner not acceptable to the Railway. Should the tenderer fail to observe or comply with the foregoing stipulations, full amount of earnest money shall be forfeited.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.5.2 Further, if any modification in rates, terms and conditions is made by tenderer, which is not acceptable to the Railway, subsequent to opening and within the period of validity of his tender and the tenderer refuses to accept award of the contract issued without such modifications, full amount of his earnest money shall be forfeited.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.5.3 The earnest money is also liable to be forfeited in cases where any of the statements and or declarations made by tenderer is proved wrong, false or such as to withhold any information relevant for consideration of the tender.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.5.4 Tenderer, whose tender is accepted, shall be required to appear in person, or if a firm or incorporation, a duly authorised representative shall so appear at the office inviting this tender and execute contract document within seven days after issue of notice that the contract document is ready for execution. Failure to do so shall constitute breach of the agreement affected by acceptance of his tender in which case full amount of the earnest money accompanying his tender shall stand forfeited without any other rights or remedies.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.5.5 In the event when tenderer, whose tender is accepted, shall refuse to execute the contract document as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit full value of his earnest money and to recover damages for such default.

This clause is applicable only if Bid security / Earnest money is mandatory.

21.5.6 In the event when tenderer, whose tender is accepted, fails to commence the work within fifteen days after issue of letter of acceptance, provisions contained in clause 62 of the GCC-April'2022 or latest shall be applicable.

This clause is applicable only if Bid security / Earnest money is mandatory.

22.0 TENDER WITHOUT EARNEST MONEY

Payment of Earnest Money other than as prescribed in para no.4 & 21.0 shall not be accepted. Tender not accompanied with prescribed amount of earnest money in the form as aforesaid shall be summarily rejected at the time of opening of this tender itself.

This clause is applicable only if Bid security / Earnest money is mandatory.

23.0 FALSE AND OR INCOMPLETE STATEMENTS

If tenderer gives/upload wrong information/credentials/documents in his/their e-tender and thereby create(s) circumstances for acceptance of his/their tender at any stage of tender or at any stage of contract in the event of his tender having been accepted, his tender or contract shall be liable to be cancelled/rescinded in addition to the following:

1. If such issues come to light at tender stage, full amount of his earnest money shall be forfeited.
2. In cases where such issues come to light at contract stage, the rights available to the Railway under clause-61 & 62 of the **GCC-April'2022 or latest** shall be applicable.

24.0 QUOTATIONS OF RATES

24.1 Quoting rates for all items of the schedule: Tenderer shall quote his rates online in the tender schedule wherever the portal demanded for quoting the rate. However, quantities of individual items involved in the work are shown in the attached schedule for guidance only and are subject to variation according to requirement of the Railway. The Railway does not guarantee work under each item or each schedule.

24.2 Change in quantities and items: The Railway reserves rights to modify any or all items of the schedules including deletion of any of the item. Therefore, tenderer should quote reasonable and workable rate for each of the item. The contractor shall not be entitled for any revision of rates due to such increase/decrease in quantities of items and payment shall be made on the basis of actual quantities executed under various items and at the accepted rates thereof.

24.3 Fluctuation in market rates: Rates quoted by tenderer and accepted by the Railway shall hold good till completion of the work and are not subject to fluctuation of any kind, save and except what is admissible under the price variation clause, if provided for in the tender document and applicable in the case.

24.4 Rates to include all taxes: Rates quoted by tenderer shall be inclusive of all taxes levied by the central government, state governments, municipal corporations, local bodies or any other authorised bodies.

24.5 Rates in Indian Rupee: Rates should be quoted in Indian Rupees only.

25.0 REBATE -

25.1 If tenderer wishes to give rebate on the rates quoted by him, the same shall be quoted by him on-line in tender schedule in the website. It is to be noted that such rebate, if offered, shall apply on rates for all items of the work and on all schedules of this tender document. Such a rebate should be totally unconditional.

25.2 In case tenderer does not wish to give any rebate, he should quote zero in the specific location of the tender schedule in the website. In case nothing has been quoted by the tenderer during online submission of tender, it shall be treated as 'Zero' by default and accordingly cost of offer and intersee position will be calculated and decided by the system itself.

25.3 If tenderer gives any other type of rebate, conditional or otherwise, such a rebate shall **not be considered for evaluation of this tender**, although the Railway may avail of the same in case this tender is awarded to such tenderer.

26.0 SPECIAL CONDITIONS BY TENDERER

26.1 Tenderer is normally not expected to quote any special condition or stipulation of his own rather is expected to submit his tender in accordance with the conditions and stipulations contained in this tender document. However, if the tenderer wishes to quote any special condition and or stipulation or wishes to intimate the Railway of any matter of importance, he may do so through a letter which should be submitted on line during the submission of the tender as Annexure. Such stipulations and conditions shall be part of the contract agreement in case of acceptance of his tender only to the extent explicitly accepted by the Railway. The Railway, however, reserves rights not to accept any such special condition and stipulation made by the tenderer and may reject such tender as unacceptable without any reference to the tenderer; may ask the tenderer to withdraw any or all such stipulations before accepting his tender and, in the event of his refusal to do so, may not accept his tender.

26.2 In cases where tenderer makes special conditions and or stipulations, he shall also indicate, along with such conditions and stipulations, the cost of withdrawal of the same. The Railway reserves the rights either to accept such conditions and stipulations made by such tenderer or to accept the cost thereof at its sole discretion. If such cost is not indicated, it will be construed that the tenderer is not in a position to withdraw these conditions at any cost and his tender may be adjudged accordingly without any reference to the tenderer.

27.0 OMISSIONS AND DISCREPANCIES

Should tenderer find discrepancies or omissions in the drawings or otherwise in this tender document or should he be in doubt as to their meaning, he should at once notify the authority inviting this tender who may send a written clarifications to all tenderers. It shall be understood that every endeavor has been made to avoid any error, which can materially affect the basis of this tender. The successful tenderer shall take upon himself and provide for the risk of any error, which may subsequently be discovered and shall make no subsequent claim on account thereof.

28.0 UNFORTUNATE SITUATION

If tenderer expires after submission of his tender or after acceptance of his tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after submission of the tender or after acceptance of thereof, the Railway shall deem such tender as cancelled unless the firm retains its character.

29.0 MAINTENANCE PERIOD OF THE WORK

The work shall be maintained for a period specified in the relevant special condition beyond the date of completion. In case of any defect/fault arising during this guarantee period due to non-standard material and/or non-standard arrangement and/or improper workmanship, the same shall be replaced, rectified and set right by Contractor free of cost, immediately on receipt of the intimation from the Rly. Authority. In case of non-compliance, necessary penalty will be imposed as per extant rule.

30.0 LATE TENDER AND DELAYED TENDER

The Application in the website of IREPS does not permit submission of any offer after closing date and time of the e-tender. Hence there is no scope any late or delayed offer in the online bidding process. There shall not be any Late or delayed tender as tenders are to be submitted online within the stipulated date and time.

31.0 CLARIFICATIONS ON THE TENDER SUBMITTED

To assist in examination, evaluation and comparison of tenders, the Railway or its authorised person may ask the tenderers for clarification, if any, required for such examination, evaluation and or comparison. However, request for such clarification and response, thereof, shall be in writing.

32.0 NEGOTIATION

32.1 The Railway reserves the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify special conditions for reduction of rates and/or for changes in scope of the work etc.

32.2 Should such a negotiations with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with his original tender.

33.0 COUNTER OFFERS

In cases 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 finalising the tender.

34.0 ACCEPTANCE OF TENDER

34.1 The authority for acceptance of this tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest or any other tender. The Railway reserves the right to cancel the tender, accept a tender in whole or in part or reject any tender or all tenders. No tenderer shall demand any explanation for such cause of rejection of his tender nor does the Railway undertake to assign reasons for declining to consider or reject any particular tender.

34.2 The Railway reserves the rights to split the work without any reference to tenderer and may divide this tender to more than one tenderer, if deemed necessary.

35.0 LETTER OF ACCEPTANCE

35.1 Acceptance of this tender shall be communicated to the successful tenderer, whose tender would be accepted by the Railway, by Registered Post at the address given by him in his e-tender in the website. The letter of acceptance shall remain operative till a formal contract agreement is executed and signed between the contractor and the Railway after which the said letter of acceptance shall merge into the aforesaid formal agreement.

35.2 The Railway shall not intimate result of this tender to such tenderer whose tender would not be accepted. However, the Railway shall refund the earnest money to such tenderer as early as possible, where such a refund is required to be made as detailed here in above.

This clause is applicable only if Bid security / Earnest money is mandatory.

Eastern Railway
Office of the Principal Chief Engineer
17, N S Road, Kolkata-700 001

SPECIAL CONDITIONS OF CONTRACT-GENERAL

1.0 GENERAL

1.1 Books of reference: Tenderer should purchase a copy of the General Conditions of Contract, 2020 edition with all correction slips issued time to time and up to-date, hereinafter referred to as '**GCC-April'2022 or latest**' for the purpose of general condition of contract of the Eastern Railway from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkata- 700 001 on payment of prescribed cost and should go through them.

1.2 Inconsistency in this tender document All the aforesaid books of reference' shall be read with all up-to-date correction slips issued thereto from time to time. These books of reference shall govern the contract and shall form integral part thereof subject to modification, addition or suppression by special conditions of contract and/or special specifications of the work as contained in this tender document. However, in case of any inconsistency and contradictions between the books of reference and the special conditions and specifications, the special conditions and specifications shall prevail. It must be noted that English version of this entire document will prevail.

1.3 All books, specifications, references and codes referred to hereinafter shall mean latest edition thereof incorporating all up-to-date correction slips and amendments issued thereto.

2.0 PLYING OF ROAD VEHICLES NEAR RUNNING RAILWAY LINE

2.1 The contractor shall not allow any road vehicle belonging to him or to his agents to ply in railway land next to running railway line. If for execution of certain works, such as earthwork, supply of ballast etc, it becomes necessary to use road vehicles in railway land next to the running railway line, the contractor shall apply to the engineer-in-charge for giving permission for such type of work with individual vehicles number, names and license particulars of the drivers, locations of works, duration and timings for such movement etc. The engineer-in-charge or his authorised representative will personally counsel, examine and certify all such road vehicles drivers, contractor's flagmen and supervisor, and will give written permission with name of road vehicles, their drivers, contractor's flagmen and supervisors etc to be deployed on the work along with location, period and timing of the work. This permission will be subject to obligatory conditions detailed hereunder in subsequent sub-Para:

2.2 The nominated vehicles and their drivers will only be utilised for the work and only in presence of at least one of the flagman and one of the supervisor certified for such work as above.

2.3 The vehicles shall ply at least 6.0 M clear of track. Any movement or work at less than 6.0 M and up to minimum 3.5 M clear off track centre shall be done only in presence of railway employee authorised by the engineer-in-charge. No part of the road vehicles will be allowed at a distance at less than 3.5 M from track centre. Cost of such railway employee shall be borne by the Railway.

2.4 The contractor shall remain fully responsible for ensuring safety and, in case of any accident, shall bear cost of all damages to his equipment and men and also all damages to the Railway and its passengers. The Engineer-in-charge may impose any other conditions necessary for a particular work site.

2.5 The road vehicles can ply along the railway line after suitably cordoning off the railway line at a minimum distance of 6.0 M from the centre of the nearest railway line. For plying of the road vehicles during night hours, adequate measures shall be prescribed in writing by the engineer-in-charge along with a site sketch and the same should be communicated to the contractor, contractor's representative, supervisor-in-charge of the work and of the section.

3.0 PREVENTION OF ACCIDENTS

3.1 The contractor shall be responsible for the safety his workmen and shall provide them with necessary standard wear and apparel consistent with the nature of work being executed by his workmen.

3.2 The contractor shall ensure safety of his workmen by posting necessary flagmen, whose job will be to caution the workmen of approaching trains, when his workmen work on or near running railway line. Similar action would be taken, while working on or near road in use.

3.3 The contractor shall protect the site of the work, excavated areas etc by adequate fencing and or other suitable means to prevent accidents to his own workmen, the railway men or any member of the public.

3.4 Should any accident take place, total cost of damage including the cost of treatment, loss and or compensation to all affected person/organisation and the Railway shall be payable by the contractor. In case the Railway, under any circumstance or law of the country, pays such damage, the same shall be fully recovered from the contractor dues.

Note: Also follow GCC-April'2022 or latest

4.0 ENGAGEMENT OF ENGINEERING GRADUATES AND DIPLOMA HOLDERS

4.1 In addition to the technical staff, which the contractor may already be having, the contractor will be required to employ immediately on commencement of the work, fresh unemployed Electrical Engineering Graduates/Diploma Holders having no experience, based on the value of contract as specified below for full duration of the contract [Authority: Railway Board's letter no. 2012/CE-I/CT/O/20, dated 10.5.2013]:-

SN	Contract Value	No. of Engineering Degree Holders or Diploma Holder to be employed	Duration
a	Rs. 200 lakh and above	One Qualified Graduate Engineer	Till completion of the work
b	More than Rs. 25 Lakhs but less than Rs. 200 Lakh	One Qualified Diploma holder Engineer	Till completion of the work

4.2 In case the contractor fails to employ the qualified Engineer as aforesaid in para 4.1 above, he in terms of provision of the clause will be liable to pay an amount Rupees Forty Thousand and Rupees Twenty Five Thousand for each month or part thereof for the default period for the provision as contained in para 4.1a and 4.1 b above respectively.

5.0 SECURITY DEPOSIT

5.1 The security deposit shall be 5% of the contract value. The Bid Security submitted by the contractor with his tender will be retained / encased 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 from a Schedule commercial bank of India or irrevocable Bank guarantee bond from a schedule 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 Schedule commercial bank of India or irrevocable bank guarantee bond issued from Schedule 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 exceeded 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security Deposit shall be initially valid upto the stipulated date of maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract guaranteed in terms of clause 17A & 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 the Contractor as Term deposit Receipt(s) can be refunded / returned to the Contractor, in lieu irrevocable Bank Guarantee bond issued from schedule 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 to or more than Rs. 50 Crore, such refund / return of the already available Security deposit is permitted upto three times.

5.2 Refund of Security Deposit : Security Deposit mentioned in above shall be returned to the contractor along with or after, the following:

- (a) Final payment of the Contract as per clause 51(1) of GCC-April'2022 and
- (b) Execution of final supplementary agreement or Certification by the 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 GCC-April'2022, in case applicable.

5.3 Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC-April'2022 or latest, 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) of GCC-April'2022 or latest, the Security Deposit shall not be forfeited

5.4 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) of GCC-April'2022 will be payable with the interest assured thereof.

6.0 PERFORMANCE GUARANTEE:

(a) The successful bidder shall have to 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 to the contractor 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 contract value: -

- (i) A deposit of Cash,
- (ii) Irrevocable Bank Guarantee,
- (iii) Government Securities including State Loan Bonds at 5% below the market value,
- (iv) Pay Order, Demand Drafts tendered by any Schedule Commercial bank of India
- (v) Guarantee Bonds executed or Deposits Receipts tendered by the any Scheduled Commercial Bank of India

- (vi) A Deposit in the Post Office Savings Bank;
- (vii) A Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) 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 up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of 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 the physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contractor shall be encashed.

(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 notice to this effect by Engineer.

(iii) The contractor being determined or rescinded under clauses 62 of the GCC-April'2022 or latest.

7.0 RECOVERY OF INCOME TAX

- i) In terms of section 101 (c) of the Income Tax Act, 1961, Income Tax including surcharge levied thereon shall be deducted, without any exception, from all payments made to the contractor by the Railway in discharge of this contract at the rate notified by the Central Government at the time of making such payments and deduction certificates would be issued to the contractor on his request. The contractor is advised to settle his final account with the respective Income Tax Officer. However, where specified written instructions are received from the respective Income Tax Officers in regards to this contract, the same would be followed.
- ii) Income Tax @ 2% of the gross amount will be recovered from all bills of the contractor in terms of Section 194(C) of the Income Tax Act, 1961 as introduced through the Finance, Act, 1972.

8.0 COMPLIANCE WITH THE GST ACT, 2017 AND SUBMISSION OF GSTIN

- 8.1 The supplier of good and/or service would be subject to GST Act and Rules as applicable from time to time.
- 8.2 All the bidders /tenderers should ensure that they are GST compliant and their quoted tax structure/ rates are as per GST law.
- 8.3 Works contract taxes will be governed by GST Act 2017 and as per extant rules.
- 8.4 Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that rates he enters in the tender forms are adequate and all inclusive to accord with the provision in clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- 8.5 Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 8.6 The successful tenderer, who is liable to be registered under CGST/IGST/UTGST/SGST Act, shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 8.7 In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

8.8 Implementation of GST Act, 2017- Procedure for payment of Contractual bill

{Authority: Railway Board's letter no 2016/CE-I/ CT/12/GST/Pt.I Dated: 29/06/2017.}

With GST act in force, it will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) duly segregating the GST component from the gross amount of work executed.

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

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

(iii) Since the agreemental rates of contracts are inclusive of all taxes as per clause 37 of GCC-2018, the calculation of 'Gross amount of work executed', 'Amount of work executed excluding GST amount' and 'GST amount' in the 'on account / final contract certificate' shall be done as under:

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

X = Amount of work executed excluding GST amount.

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

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

Then, $Z = X + Y$, $Y = X \times R / 100$.

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

(B) (i) Once the 'on account / final contract certificate' is prepared by railway and communicated to contractor, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST amount' (i.e. "X" & "Y" as mentioned in para 3(A)(iii) above) along with invoice No. (bill No.) and all other details required under GST act. The sample GST compliant invoice is annexed herewith.

(ii) In case contractor is liable to be registered under GST Act, Railway shall pay to the contractor 'Gross amount of work executed' (i.e. "Z" as mentioned in para 3A (iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, Railway shall deposit all other taxes deducted to concerned authority as is being done presently.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid "Amount of work executed excluding GST amount" (i.e. "X" as mentioned in para 3A (iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Railway shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.

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

9.0 VARIATION IN QUANTITY

9.1 Should be followed as per GCC-April'2022 or latest and as per latest MSOP.

10.0 SPECIFICATIONS OF WORK AND MATERIALS

10.1 Entire work shall be carried out in accordance with the specifications contained in Tender Schedule, subject to modification, addition, supersession by the special specifications contained in this tender document.

10.2 Any specifications, not covered by this tender document, shall be in accordance with relevant IRS codes, BIS codes and or IRC codes read in the order as they appear here.

10.3 Materials to be supplied by the contractor for the work shall conform to specifications contained in the Tender Schedule. If called upon, the contractor shall state the actual source of supply of materials to be supplied by him and shall submit samples for prior approval. During execution of the work, all materials brought to the site by the contractor must be offered for inspection and passing by the Engineer or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.

10.4 All paints/distemper including plastic paint to be used shall be of reputed firms or any other approved brand and of colour and shade approved beforehand by the Railway. These materials shall be brought in sealed drums and each such drum shall be opened in the presence of the concern engineer from Railway side before use.

NB : For the above point 10.4 make should be as per Tender Schedule of the tender document.

10.5 Guidelines for procurement of Steel Items in Railway Project/Contracts.

Ref: EDCE(G)/Railway Board's letter No.2007/CE-I/CT/8 dt.01.05.12

(a) All reinforcement Steel (TMT Bars) and Structural Steel shall be procured as per specifications mentioned in BIS's documents – IS: 1786 and IS : 2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.

- (b) These steel shall be procured only from those firms, which are Established, Reliable, Indigenous & Primary Producers of steel, having integrated steel plants (ISP), using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of liquid steel and crude steel, as per Ministry of Steel's guidelines.
- (c) However, only certain isolated sections of structural steel, not being rolled by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG Officer of the Zonal railway on case to case basis for this purpose.
- (d) Following firms/plants shall be considered qualifying the criteria .
 - i) SAIL – Plant at Bhilai/Durgapur/Bokaro/Rourkella
 - ii) TISCO – Plant at Jamshedpur
 - iii) IISCO – Plant at Burnpur
 - iv) Alloy Steel Plant – Plant at Durgapur
 - v) Visheswarria Iron & Steel Ltd. – Plant at Bhadravati, Karnataka
 - vi) RINL – Plant at Vishakapattnam
 - vii) JINDAL – Plant at Raigarh.

10.6 The sanitary fittings to be supplied shall be of any approved brand and are subject to prior submission of samples and approval thereof.

10.7 Contractor shall furnish copy of the test certificate for cement, reinforcement steel, structural steel or any other material mentioned in the tender document issued by the manufacturer for lot from which supply has been taken by the contractor and also furnish the source where the same has been purchased. The Railway reserves the right to take the samples of the materials supplied by the contractor and to get the same tested in reputed laboratories at the cost of the contractor and the results thereof shall be binding on the contractor. Cement bags should bear the information in legible marking of manufacturer's name, registered trade mark of the manufacturer if any, type of cement, weight of each bag in kg, date of manufacture as well as month and year of manufacture, and will bear ISI certification mark.

10.8 Samples of materials to be supplied by the contractor may be got tested at the contractor's cost in any recognized laboratory at the sole discretion of the Engineer.

11.0 HIRE CHARGES

11.1 The Railway may give to the contractor any plant and equipment on hire, if available, on a specific request made by the contractor to the Railway. However, the Railway shall not entertain any claim of the contractor for compensation due to the Railway's failure to do so. The Railway shall also not entertain any excuse of the contractor for slow progress or non-performance of the work due to the Railway's inability to supply such plants and equipments.

11.2 Issue of such plants and equipments shall not be allowed as a matter of routine, rather shall be permitted only in those cases where need for help from the Railway could be established having regard to the nature and urgency of the situation and without adversely affecting normal requirements of the Railway. A statement of materials, thus issued, and hire charges recovered should invariably be furnished along with the final bill by the contractor.

11.3 Recovery of hire charges The hire charges to be recovered from the contractor are to be calculated as under:

1. Cost of materials shall be the book value or last purchase rate, whichever is higher plus 5% for freight and 2% for incidental charges thereon. The cost thus arrived at shall be increased by 12.5% for supervision charges as per extant rules.

2. The hire charges per annum shall be calculated on the cost of the materials arrived at as per sub-Para 1 above on the following basis:
 - a. Interest on the total cost of material should be charged at the ruling rate of dividend payable by Railways to the General Revenue plus;
 - b. Depreciation charges at 10 % of the cost of materials arrived at as per sub-Para 1 above to be charged for all classes of materials plus;
 - c. Additional depreciation charges at 10 % on the total of a & b above shall be charged to meet the contingencies.

11.4 The contractor shall bear the cost of carriage, including other incidental charges such as loading, unloading, handling etc, of the plants and equipments to the site of the work and also back to the depot from where they were issued.

11.5 No cutting of holes shall be allowed in the plants and equipments thus issued and they shall be returned to the Railway in a completely good and serviceable condition. In case of failure of the contractor to return any plants and equipments in a good and serviceable condition, the cost, thereof, shall be recovered from contractor at the rates arrived at as per item 18.3.1 above increased by 100 %. Decision of the engineer-in-charge of the work shall be final in determining condition of the plants and equipments and the same shall be binding on the contractor.

11.6 Running expenses including fuel, lubricants and stores and labourers, for the plants and equipments supplied by the Railway, shall also be paid for by the contractor at the cost to be determined by the Railway.

11.7 Staff and stores for running the plant may be supplied by the contractor with approval of engineer-in-charge. The staff of the contractor so permitted must be properly skilled to operate the plants and equipments concerned.

12.0 RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS

12.1 The Railway administration shall not be responsible for any loss or damage to the contractor's materials, equipment, tools and plants due to fire, flood or any other cause whatsoever.

12.2 The materials issued by the Railway to the contractor for use in the work shall be treated as contractor's materials for this purpose and the contractor shall make good the materials in the event of any loss or damage thereto.

12.3 Part of the work finished but not taken over by the Railway shall be treated as contractors materials for this purpose and the contractor shall be responsible for making good any loss or damage thereto

13.0 PAYMENT OF ADVANCES TO CONTRACTORS:

Authority : Railway Board's letter No. 2007/CE-I/CT/18/Pt.3 dtd. 23.05.2012.

13.1 General:

The Railway may consider sanction of the advances in sub-Para 11.2 and 11.3 below to the contractors in exceptional circumstances, only for work which are capital intensive and of specialized nature provided that the estimated value of the tendered work is Rs. 25.00 crore and above, and provided further that the contractor has made a request with adequate justification for being given such advance(s) along with his tender. Request for grant of such advance shall not be entertained, if the same is made at any subsequent point of time.

13.2 Mobilisation advance:
Follows as GCC-April'2022 or latest GCC

13.3 Advance against machinery and equipment:
Follows as GCC-April'2022 or latest GCC

13.4 Conditions of these advances:
Follows as GCC-April'2022 or latest GCC

14.0 Price Variation Clause (PVC).

14.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores and having completion period above 12 months. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of GCC-April'2022 or latest, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

Note : All other criteria PVC should be followed as per GCC-April'2022 or latest.

14.2 PVC (PRICE ADJUSTMENT) :-

Follows as GCC-April'2022 or latest GCC

14.3 Price Variation During Extended Period Of Contract

Follows as GCC-April'2022 or latest GCC

15.0 Quality Assurances and Reduced Payment:

- i) The contractor shall supply all materials and execute all works according to the specification and drawings pertaining to the work, both in respect of structural strength and finish, in addition to complying with provision of GCC-April'2022 or latest GCC.
- ii) Mixing of cement for concrete, mortar etc. shall be done by Mechanical Mixer and concrete should be vibrated by vibrator of appropriate design. All charges for working of machines viz. fuels, drivers, repairs, etc. will have to be borne by the contractor. No extra payment will be made on this account.
- iii) In case a contractor executes a work, which is below the specified structural strength, the work shall be dismantled and re-executed at contractor's cost at the sole discretion of the Engineer at Site.
- iv) In case a contractor executes a work which is structurally up to specifications, but sub- standard in finish, the same may be approved and accepted by the Railway in cases where finish is not so important, at Railways sole discretion, provided that where such a work is accepted, the payment for such work shall be made @ equivalent to 90% (ninety percent) of the rates accepted for such work in the Schedule of items.

16.0 The contractors must abide by and comply with the provision and Rules of Contract Labour (Regulation & abolition) Act, 1970 and Central Rules 1971.

The provisions of Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation and Abolition Central Rules 1971 with all the additions, alterations and amendments as may be made from time to time shall be fully binding on the Contractors and shall become part of this contract. The violation of any of the statutory provision of the said act and rule shall be treated as breach of essential and substantial terms and conditions of the contract and with the result the contract may be abrogated forthwith either at the initiative of the Rly. Administration (Principal employer) one of the parties to the contract or as per order and / or directive of the competent authority under the said Act and Rule with or without any notice whatsoever and that without payment of any damages whatsoever, which may arise as a consequence of such abrogation of the Contract. The contractor besides his other liabilities shall also be bound and liable to the Railway Administration (Principal employer) being one of the parties to the contract or to pay and/or compensate for the expenses which the Rly. had to incur to fulfill any terms and conditions and/or provisions of the said Act and Rules because of failure of the parties and of the contractor to fulfill these terms and condition and/or provisions of the said Act and Rules and the Rly. Administration (Principal employer), one of the parties to the contract shall be at liberty to deduct the amount as may be ascertained in the manner as provided for in the Act and rule or otherwise at its direction.

17.0 Apprentice Act-1961:

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules & orders issued hereunder from time to time in respect of Apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out of contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will breach of the contracts the Rly. may in its direction rescind the contract. The contractor shall also be liable for any pecuniary liability arising account of any violation of the provisions of the Act.

18.0 Observance of Statutory Act, Rules, etc.

The Contractor(s) will be bound by the provision of the minimum wages Act, 1948 as amended from time to time and the rules made hereunder with regard to labour in schedule employment, i.e. on road Construction, building operation and stone breaking and stone crushing "Road Construction" will include new construction as well as maintenance and repairs of roads and building operation will include the construction of docks. Wharfs, jetties, bridge, tunnels, overhead tank etc. and also maintenance and repairs of the same. The provision of the minimum wages Act will also apply to ordinary maintenance works and petty works also. The schedule of minimum wages as prevalent shall be followed.

19.0 PROVISION OF EFFICIENT AND COMPETENT STAFF AT WORK SITES BY THE CONTRACTOR. Railway Board letter no. 2012/CE-I/CT/O/20 dt. 10.05.13. (Clause-26 of GCC'April'2022 or latest)

19.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workman & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

19.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor , supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

19.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

20.0 GENERAL PAYMENT TERMS:-

Subject to any deduction or recoveries which the Rly. Administration may be entitled to make under the contract, the Contractor shall unless otherwise agreed to, be entitled to get the payments according to condition stipulated below:-

Only Supply portion :-On account payment of materials will be made to the extent of 90% of the total unit prices of such materials included in the Schedule of works, on receipt of the materials included in the Schedule of works & on receipt of the materials in good condition at site. 10% would be retained as retention money, which would be released in Final payment. All invoices shall be accompanied by following :-

- i) Suppliers Challan.
- ii) Inspection Certificate granted by the Rly. Administration's representative or Rly./Govt.authorize inspection authorities.
- iii) Execution of indemnity Bond,
- iv) Any other document/certificates as mentioned in the tender document.
- v) Detailed entries for supply being made in the measurement book.

Only Erection portion :- On account payment will be made to the extent of 90% of the total unit prices of erection , testing and commissioning included in the schedule of works on satisfactory erection, duly certified by Railway Administration's representative and as recorded in the measurement book. 10% would be retained as retention money, which would be released in Final payment.

Supply, Fixing, Installation, Erection & Commissioning Portion: Subject to any deductions or recoveries which the Sr. Divl. Elect. Engineer (G), Asansol may be entitled to make under the contract or any other contract, the contractor shall unless otherwise agreed to be entitled to get the following payment.

a.) 60% payment shall be made after supply of materials only in case the schedule item describes supply with fixing / installation / connection / commissioning etc.

b.) 30% payment shall be made after completion of particular schedule i.e., fixing / installation /connection/commissioning etc. work for which 60% payment has been made earlier.

Final payment of the balance 10% of supply and erection portion will be made after completion of the entire work in full and in all respect subject to compliance of the following:

- i) This payment will commence only when all on account payment made vide above paras are completed and wiped off.
- ii) No claim certificate in favour of Eastern Railway is issued by the Contractor

21.0 (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a Letter of Credit (LC) arrangement.

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

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

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

(v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.

(a) The LC shall be a sight LC.

(b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.

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

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

(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

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

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

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

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

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

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

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

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

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

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

22.0 Inspection of the material

Materials to be inspected (at the manufacturer's premises or at the site to be decided by Sr.Divl.Electrical Engineer/GEN/ Asansol) by the authorised representative of the Sr.Divl.Electrical Engineer/GEN/ Asansol or RITES as to be decided by the consignee.

23.0 The tenderer shall submit valid Electrical Contractors License..

24.0 Eligibility of tenderers shall be decided solely on the basis of the documents submitted along with the tender offers and any subsequent documents whatsoever submitted in this connection would not be given any cognizance on any account.

25.0 Contractor should register their firm with EPFO and follow the regulations of Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

26.0 As per clause 55-B to GCC-April'2022 or latest (Addendum & Corrigendum Slip), the contractor shall comply with the provisions of Para 30 and 36B of the Employees' Provident Fund Scheme, 1952, Para 3 & 4 of Employees' Pension Scheme, 1995 and Para 7 of Employees' Deposit Linked Insurance Scheme, 1976 as modified from time to time through enactment of "Employees' Provident Funds and Miscellaneous Provisions Act, 1952, wherever applicable and shall indemnify the Railway from and against any claims under the aforesaid Act and the Rules".

27.0 The Clauses as incorporated in the General Condition of Contract of Indian Railways modified up to the latest amendment shall be applicable.

28.0 A) Contractor is to 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.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and

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

(a) Contractor shall apply for onetime registration of his company / firm etc. in the 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 made thereof after each wage period.

B) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer 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".

STANDING INDEMNITY BOND FOR ON ACCOUNT PAYMENT.

We, M/s _____ hereby undertake that we hold at _____ - for and on behalf of the President of India acting in the premises through the Divl.Rly.Mamnager(TRD)/E.Rly,Asansol (herein after referred to as the Rly.Administration) and as his property in trust for his all imported and indigenous materials/works for which on account payments have been made to use against the contract for _____ (Name of work) vide letter of Acceptance of Tender No. _____ dated _____ and materials handed over to use by the Rly. Administration for the purpose of execution of the said contract, until such time the materials/works are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risks till they are delivered as erected equipment of the Rly Administration or as he may direct otherwise and shall indemnify the Rly. Administration against any loss, damage, or deterioration whatsoever in respect the said materials while in our possession and against disposal of surplus materials. The said materials/works shall at all time be open for inspection by the officer authorised by the Rly. Administration.

Should any loss, damage or deterioration of materials /works occur or surplus materials disposed off and a refund becomes due, the Rly. Administration shall be entitled to recover from use the full cost as per the price included in the contract and also compensation for such, loss or damage, if any along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter become due to us under the said or any other contract.

Dated the _____ day of _____ 200__
For and on behalf of

Messers _____
(Contractor(s))

Signature of witness

Name of witness (block letter) _____

Address _____

INDEMNITY BOND FOR REPAIR/REWINDING/POH JOB

(Applicable in case of Repair /Rewinding of Motors, Transformers, D.G Set, POH of Tower wagon, etc.
when to be handed over to Firm Concern)

We, M/s _____ hereby undertake that we hold our workshop at _____ for and on behalf of the President of India acting in the premises through the Divl.Rly Manager/TRD, E.Rly,Asansol (hereinafter referred to as the Rly Administration) and as his property in trust for him all imported and indigenous materials/works to against the contract for _____ (Name of the work) vide letter of acceptance of tender No. _____ dt. _____ and materials handed over to us by the Rly. Administration for the purpose of execution of the said contract until such time the materials/works are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risks till they are delivered or erected equipment to the Rly. Administration or as he may direct otherwise and shall indemnify the Rly. Administration against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials/works shall at all time be open for inspection by any representative authorized by the Rly. Administration.

Should any loss, damage or deterioration of materials/ works occur or surplus materials disposed off and a refund becomes due the Rly. Administration shall be entitled to recover from us the full cost as per the price mentioned in the Letter Of Acceptance of the contract i.e Rs. _____ (Rs _____ only) and also compensation for such loss or damage if any along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum which at any time here after becomes due to us under the said or any other contract.

Witness (In Block Letters)

Signature of Contractor

Office Seal date

Sample GST Compliant Invoice

1. Supplier Name :
2. Supplier GSTIN :
3. Invoice No. :
4. Invoice Issue Date :
5. Total Value :
6. Taxable Value :
7. Goods A/c HSN, Service Accounting Code :
8. Goods and Services Description :
9. Unit Qty Code :
10. Quantity :
11. Rate :
12. Whether eligible for ITC – Partial / Full / Nil.
13. IGST Rate :
14. IGST Charged Amt :
15. CGST Rate :
16. CGST Charged Amt. :
17. SGST/ UGST Rate :
18. SGST Charged Amt .:
19. Cess Rate :
20. Cess Charged Amount :
21. Name/ Recipient of Service/Goods :
22. Place of Supply :
23. Recipient GSTIN :
24. Tax Payable On Reverse Charge Basis (Y/N) :
25. TDS :

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