



दक्षिण तट रेलवे/SOUTH COAST RAILWAY

यांत्रिक विभाग / Mechanical Department

सवारी डिब्बा मरम्मत कारखाना /CARRIAGE REPAIR

SHOP तिरुपति /TIRUPATI

TENDER NOTICE No: 01-Misc-Sports -TPT-26-27

दिनांक/Dated 16.06.2026.

Augmentation of Sports Facilities at CRS/TPTY

निविदाओं के साथ प्रस्तुत किए जाने वाले दस्तावेजों की सूची देखें/

CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDERS.

(Tenderer are requested to give certificates and /or put (v) mark wherever applicable.)

1	Copy of PAN card of Tenderer
2	<p>The Tenderer has to submit the certificates in support of their legal authority to participate in the tender in favor of the individual to sign the tender on behalf of the tenderer and create liability against them. The following is the tentative documents to be submitted with the bid</p> <p>(a) Sole Proprietorship Firm: Affidavit for sole Proprietorship Firm.</p> <p>(b) HUF:</p> <p>(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.</p> <p>(c) Partnership Firm:</p> <p>The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:</p> <p>(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.</p> <p>(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.</p> <p>(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.</p> <p>(v) All documents as mentioned in para 18 of the Tender Form (Second Sheet) of part I of GCC 2022.</p> <p>(d) Company registered under Companies Act 2013:</p> <p>(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.</p>
3	Copy of an undertaking that the tenderer is not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids.
4	Copy of ANNEXURE-V online
5	Copy of ANNEXURE-V(A)
6	Supporting documents in case of exemption claimed from payment of EMD
7	Copy of filled up & duly signed PART-I, PART-II & PART-III(A) of Tender Document.
8	Copy of an undertaking that the tenderer abides all special conditions of Tender (PART-III(B)) along with the tender documents.

Signature of the Tenderer

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Signature of the Tenderer

निविदा संख्या /TENDER NOTICE No: 01-Misc-Sports -TPT-26-27 दिनांक/Dated 16.06.2026

मुख्य कारखाना प्रबंधक, कैरिज रिपेयर शॉप, तिरुपति, दक्षिण तट रेलवे भारत के राष्ट्रपति के लिए और उनकी ओर से, निम्नलिखित कार्य के लिए प्रतिष्ठित ठेकेदारों से आईआरईपीएस के माध्यम से खुली निविदा आमंत्रित करते हैं:

Chief Workshop Manager, Carriage Repair Shop, Tirupati, South Coast Railway for and on behalf of the President of India invites open tender through IREPS, from reputed contractors for the following work:

संख्या/ S. No.	निविदा संख्या/ Tender No.	कार्य का नाम /Name of work	अनुमान मूल्य /Estimated value(Rs.)	बोली सुरक्षा/ Bid Security (Rs.)	पूरा करने की अवधि /Cost of tender form (Rs.)	कार्य का समापन/ Completion period
1.	TENDER NOTICE No. 01-Misc- Sports - TPT-26-27 दिनांक/ Dated 16.06.2026	Augmentation of Sports Facilities at CRS/TPTY	Rs. 33,18,293.44/- (Rupees Thirty-Three Lakhs Eighteen Thousand Two Hundred Ninety-Three and Forty- Four Paise Only /-)	Rs. 66,400/-	0 [Please refer note:1 below]	03 Months from the date of commenceme nt of work.

टिप्पणी/Note:

जीसीसी 2022 के पैरा संख्या 3, भाग-I के अनुसार, सभी निविदाकर्ताओं के लिए ई-निविदा फॉर्म निःशुल्क जारी किए जाएंगे। इसलिए, निविदा दस्तावेज़ में निविदा दस्तावेज़ की लागत का उल्लेख नहीं किया गया था।

1. As per para no.3 Part-I of GCC 2022 e-tender forms shall be issued free of cost for all tenderers. Hence, tender document cost was not mentioned in the tender document.

Sl. No.	Description	Time	Date
1.	निविदा बॉक्स बंद करना/Closing of Tender box	13:00 hrs	08.07.2026

यदि निविदा खोलने के लिए निर्धारित दिन अवकाश हो तो निविदा अगले कार्य दिवस पर उसी समय और स्थान पर खोली जाएगी। If the stipulated day for opening the tender happens to be a holiday the same will be opened on next working day at the same time and place.

For further Tender conditions/details (available in the tender documents) and for downloading of tender documents, please visit our website <http://www.ireps.gov.in/>

कते मु का प्र / तिरुपति कारखाना For CHIEF WORKSHOP MANAGER
सवारीडिब्बा मरम्मत कारखाना/Carriage Repair Shop, तिरुपति/Tirupati,
भारत के राष्ट्रपति की ओर से/For & on behalf of the President of India

Signature of the Tenderer

PART – I

Instructions To Tenderers (ITT)

1.0 Applicability:

These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.

1.1 Interpretation:

These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

1.2 DEFINITIONS:

In these Regulations for Tenders and Contracts the following terms shall have the meaning assigned hereunder except where the context otherwise requires:

- a) **'CRS'** shall mean Carriage Repair Shop, Tirupati of South Coast Railway.
- b) **'Railway'** shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- c) **'General Manager'** shall mean the Officer in-charge of the General Superintendence and Control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
- d) **'Chief Mechanical Engineer'** shall mean the Officer-In-charge of the Mechanical Department of the South Coast Railway and shall mean and include their successors, of the successor Railway.
- e) **'Chief Workshop Manager'** shall mean the officer in-charge of the Carriage Repair Shop, Tirupati of South Coast Railway.
- f) **"Engineer/executor"** shall mean Deputy Chief Mechanical Engineer/executor in executive charge of the works and shall include the superior officer of the Mechanical/Electrical Dept. of the South Coast Railway i.e. the Dy.Chief Engineer/executor etc and shall mean and include the Engineer/executor of the successor Railway.
- g) **'WM'** shall mean the 'Works Manager' and shall mean and include the successors, of the successor Railway.
- h) **'PE'** shall mean the 'Production Engineer' and shall mean and include the successors, of the successor Railway.
- i) **'AWM'** shall mean the 'Assistant Works Manager' and shall mean and include the successors, of the successor Railway.
- j) **'WAO'** shall mean the 'Workshop Accounts Officer' and shall mean and include the successors, of the successor Railway.
- k) **'Tenderer'** shall mean the Person/Firm/Co-operative or Company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
- l) **'Limited Tender'** shall mean tenders invited from all or some contractors on the approved or select list of contractors with the railway.
- m) **'Open Tender'** shall mean the tenders invited in open and public manner and with adequate notice.
- n) **'Contract/Works'** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- o) **"Works"** shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications.
- p) **'Specifications'** shall mean the Standard Specifications for Materials & Works of Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added

Signature of the Tenderer

to or superseded by Special Specifications if any, appended to the Tender Forms

- q) 'GCC' shall mean 'General Conditions of the Contract' shall mean regulations for tenders and contracts for the guidance of engineers & contractors for South Coast Railway works.
- r) "Drawings" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer time to time.
- s) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of work involved in the contract, duly approved by Engineer.

2 Words importing the singular number shall also include the plural and vice versa where the context requires.

3. **Tender Form:**

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

4. **Omissions & Discrepancies:**

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and 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.

5 **Bid Security:**

- (1) 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 the 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 of GCC-2022. 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) 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-XI** and shall be valid for a period of 90 days beyond the bid validity period.
- (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

Signature of the Tenderer

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 **Augmentation of Sports Facilities at CRS/TPTY** 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 (CWM/TPYS, Carriage Repair Shop, Tirupati, S.Co. Railway) 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.

6. **Care in Submission of Tenders:**

- (a)
 - (i) 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 the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of part-II of the Standard General Conditions of Contract (GCC-2022) for the completion of works to the entire satisfaction of the Engineer.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
 - (b) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. 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(s) by the bidder shall result in **summary 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.

Signature of the Tenderer

Special Note: In terms of Railway Board letter no. 2022/CE-I/CT/GCC Correspondence dated 14.05.2024, **“On IREPS module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS”.**

7.
 - A. **Right of Railway to Deal with Tenders:**
The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
 - B. **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.
 - C. **Pre Bid Conference:** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.
 - D. **Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
 - E. **Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
 - F. **Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.
However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.
8. **Execution of Contract Document:**
The Tenderer whose tender is accepted shall be required to appear in person at the office of concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
9. **Form of Contract Document:**
Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally). For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- II

Signature of the Tenderer

ANNEXURE

**S.Co. Railway
TENDER FORM (First Sheet)**

(Tender form to be filled while submission of offer in IREPS)

TENDER NOTICE No: 01-Misc-Sports -TPT-26-27 दिनांक/Dated 16.06.2026

Name of the Work: "Augmentation of Sports Facilities at CRS/TPTY

To,

**The President of India
(Acting through the)/
Chief Workshop Manager,
Carriage Repair Shop,
Tirupati, S.Co. Railway.**

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 90 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 S.Co. 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 **Rs. 66,400/-** 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 withand 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)

Signature of the Tenderer

ANNEXURE (Contd....)

TENDER FORM (Second Sheet)**1. Instructions to Tenderers and Conditions of Tender:**

The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the CWM/CRS/TPTY, S.Co.Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Workshop Manager, _____ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications

2. Drawings for the Work:

The drawings for the work can be seen in the office of the CWM and/or Chief Mechanical Engineer, S.Co. Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawing (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

- 3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of S.Co. Railway as applicable to CRS/TPTY except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

- 4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

- 5. The works are required to be completed within a period of **03 months** from the date of commencement of work.

6. Bid Security:

- (a) Subject to exemptions provided under **Para 5(1) (a) of Part-1 of this document**, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be **summarily rejected**.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of **60 days** (in case of two packet system of tendering **90 days**) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to S.Co. Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

Signature of the Tenderer

- (c) If his tender is accepted,
 - (i) The Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway 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;
 - (ii) The Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract of (GCC-2022).

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 to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

7. Rights of the Railway to deal with Tender:

The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

- 9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract (GCC-2022), unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract (GCC-2022).

10. Minimum Eligibility Criteria:

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

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of S.Co. Railway shall submit along with his / their tender:

- i. A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. 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 a copy of 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 are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- ii. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- iii. (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to two years.

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(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13. **Execution of Contract Documents:**

The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Workshop Manager, CRS/TPTY, S.Co. Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. **Documents to be Submitted Along with Tender**

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm: All documents in terms of Para 10 of the Tender Form (Second Sheet) of part I of GCC 2022.

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of part I of GCC 2022.

(c) Partnership Firm: All documents as mentioned in para 18 of the Tender Form (Second Sheet) of part I of this tender document.

(d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) of part I of this tender document.

(e) Company registered under Companies Act 2013:

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) of part I of GCC 2022.

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

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- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of part I of GCC 2022.

(g) Registered Society & Registered Trust:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of part I of GCC 2022.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor/a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, **failing which tender shall be summarily rejected.**

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

16. **Employment/Partnership etc. of Retired Railway Employees:**

- (a) Should a tenderer
 - i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways

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- owned and administered by the President of India for the time being, OR
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract (GCC 2022).

17 **Participation of JV Firms in works tenders: Not Applicable for this tender**

18 **Participation of Partnership Firms in works tenders:**

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract (GCC-2022).

- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
 - (a) Joint and several liabilities:
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - (b) Duration of the partnership deed and partnership firm agreement:
The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract (GCC-2022).
 - (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- 18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
 - (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
 - (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract (GCC-2022).
 - (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- 18.11 **Evaluation of eligibility of a partnership firm:**
Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

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19.00 Advances to Contractor

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract (GCC-2022).

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PART-II

STANDARD GENERAL CONDITIONS OF CONTRACT

The STANDARD GENERAL CONDITIONS OF CONTRACT for WORKS shall be as per the latest GCC in force. However, the following are the extracts for ready reference.

- 1 **Execution Co-Relation and Intent of Contract Documents:**
The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- 2 **Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
- 3 **Compliance to Regulations and Bye-Laws:** The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and 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 notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
4. **Communications to be in Writing:** All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
5. **Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.
- 6 **Assignment or Subletting 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 in writing of the Chief Workshop Manager, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 (of Part-II of GCC-2022) and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.
In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:
As per Clause No. 7(a)(i) of Part-II of GCC 2022: The Contractor shall not sub- contract the Works comprising more than 40% (forty percent) of the Contract Price and shall carry out Works for at least 60% (Sixty percent) of the total Contract Price directly under its own supervision and through its own personnel. The parties expressly agree that for the purposes of computing the value of sub-contracts

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under this clause, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty percent) of the Contract Price shall be discharged solely by the Lead Member.}

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

\$ May be deleted if the Contractor is not a Consortium/Joint Venture.

For more details tenderer may refer clause no. 7 of part –II of GCC-2022.

- 7 **Representation on Works:** The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 (of Part-II of GCC-2022).

- 8 **Indemnity by Contractors:** The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, 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 the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

- 9.(1) **Security Deposit:** 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 (GCC-2022).

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.

- 9.(2) (i) **Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

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- (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.
- (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) (of Part-II of GCC-2022), 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 Part-II of GCC-2022), the Security Deposit shall not be forfeited.
- 9.(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 12.(4)(b) of this clause will be payable with interest accrued thereon.
- 9(4) **Performance Guarantee**
The procedure for obtaining Performance Guarantee is outlined below:
- (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) amounting to **5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) of GCC 2022** in any of the following forms:-
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance Surety Bond as per Annexure-XII.
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 Saving Bank;
 - (viii) Deposit in the National Savings Certificates;
 - (ix) Twelve years National Defence Certificates;
 - (x) Ten years Defence Deposits;
 - (xi) National Defence Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO/VSKP/S.Co.Railway (or) WAO/CRS/TPTY (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

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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 respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract 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 of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 (of Part-II of GCC-2022).
- (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%

- 10.A **Extension of Time in Contracts:** Subject to any requirement in the contract 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 works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted 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 as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 (of Part-II of GCC-2022) or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

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- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) of GCC 2022, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

10.B **Extension of Time with Liquidated Damages (LD) for delay due to Contractor:**

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 13 and 13A above, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at **Annexure-VII** of GCC-2022) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

For more details, tenderer may refer clause no. 17 (B) of part –II of GCC-2022.

11(2) **Commencement of Works:** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

12. **Damage to Railway Property or Private Life and Property:** The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or

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- sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.
- 13 **Provision of Efficient and Competent Staff at Work Sites by the Contractor:**
In this connection tenderer may refer clause no.26 of part –II of GCC-2022 for more details.
- 13.A **Deployment of Qualified Engineers at Work Sites by the Contractor:**
In this connection tenderer may refer clause no.26 (A) of part –II of GCC-2022 for more details.
- 14 **Workmanship and Testing:** In this connection tenderer may refer clause no.27(1) of part –II of GCC-2022 for more details.
- 15 **Safety of Public:** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.
- 16.1 **Suspension of Works:** The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:
- (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
 - (c) Necessary for the safety of the works or any part thereof, or
 - (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
 - (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
 - (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.
- 16.2 The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
- 16.3 **Suspension Lasting More than 3 Months:** If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.
- 17 **Clearance of Site on Completion:** On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in 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 condition necessary for 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 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the

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Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

- 18 **Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
- 19.1 **Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 19.2
- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
 - (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
 - (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
 - a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - d. Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value
 - I. Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - II. Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - III. Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender
 - (iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- 19.3 **Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions

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referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 (of Part-II of GCC-2022)

20 **Measurement of Works by Railway:** The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 (of Part-II of GCC-2022) on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. For more details the tenderer may refer clause no.45 (i) of part –II of GCC-2022.

21 **Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

22. **Wages to Labour:**
The contractor has to comply with this clause. However, for more details tenderer may refer clause no. 54 of part –II of GCC-2022.

23. **Provisions of Payments of Wages Act:**
The contractor has to comply with this clause. However, for more details tenderer may refer clause no. 55 of part –II of GCC-2022.

24.A **Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**
The contractor has to comply with this clause. However, for more details tenderer may refer clause no. 55 (A) of part –II of GCC-2022.

24.B **Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**
The contractor has to comply with this clause. However, for more details tenderer may refer clause no. 55 (B) of part –II of GCC-2022.

24.C (i) Contractor is to abide by the provisions of various labour laws in terms of clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract 2022. In order to ensure the same, an application was 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 in 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 in 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 Letter of Acceptances (LoAs) issued in his favour
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for

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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
- (ii) 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."
- 25 **Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.
- 26 **Provision of Workmen's Compensation Act:**
In this connection tenderer may refer clause no. 57 of part –II of GCC-2022 for more details
- 27.1 **Compliance to Rules for Employment of Labour:** The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
- 27.3 **Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement:** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- 28 **Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work. For engaging the labour of age 15 to 19 years the contractor may comply with the provision in para no. 60 (2) of part –II of GCC 2022
- 29 **DETERMINATION OF CONTRACT**
- 29.1 **Right of Railway to Determine the Contract:** The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons there for shall be conclusive evidence thereof.
- 29.2 **Payment on Determination of Contract:** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 29.3 The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 30 Further, for more details, refer clause No. 62 (1) of Part-II i.e. **Determination Of Contract in Indian Railway General Conditions of Contract 2022**

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31 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

31.1 Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "CME/VSKP/S.Co.Rly" or "CWM/CRS/TPTY" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. "CME/ VSKP/S.Co.Rly" or "CWM/CRS/TPTY" shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.
- (vii) Further, for more details, refer clause No. 63 & 64 of Part-II i.e. **Determination Of Contract in Indian Railway General Conditions of Contract 2022**

32 Price variation clause:

Price variation clause (PVC) in this contract will be dealt as per provision of clause 46A of Indian Railway Standard General Conditions of Contract April 2022 & Advance Correction Slip No.1 circulated vide Railway Board Lr. No. 2022/CE-I/CT/GCC-2022/Policy dated 14.07.2022 (or) any other latest instructions in this regard.

33 TENDERER'S RESPONSIBILITY:

- (a) The rate quoted by the Tenderer shall be based on nature and quantum of work covered under this contract.
- (b) Tenderer is advised to visit Carriage Repair Shop, Tirupati and study the working conditions and take any clarifications regarding scope and nature of work.
- (c) The Tenderer shall be solely responsible for the correct execution of work to the satisfaction of the Railways.
- (d) The contractor shall be liable for loss/damage that may occur to the Railway materials, which will be taken over by the contractor from the Railway or may be lying in the custody of contractor. Amount of loss will be deducted for such loss/damage from any outstanding bill of the contractor lying with the Railway Administration or any other manner as may be considered necessary.

34 OPENING OF TENDER: The tender shall be opened as per the procedure of IREPS E-Tender conditions

- (a) The onus of establishing credentials lies with the tenderer and hence Railway shall evaluate the offer only from the certificates/documents submitted along with the tender offer.
- (b) If any Certificates or details enclosed by tenderers are found to be fake/bogus/tampered, such of those agencies shall not be awarded any work in S.Co. Railway for the period of five years from the date of opening of tender. Joint ventures or partnership firms or any other nature of firms in which such agencies are party shall also not be awarded any work of this period of two years.

35 NEGOTIATION:

- (a) The Railway reserves the right to enter in to negotiations with the eligible lowest offerer (L-1) emerged after opening of the tender, at the sole discretion, before acceptance of the tender, in order to clarify special condition for reduction of rates and/or changes in scope of the work etc.
- (b) In case of a negotiation with Tenderer be entered in to, the Tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or

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modification of such special conditions as are given by the Tenderer along with the original tender.

- (c) The contract shall be governed by the special conditions of contract and general conditions of contract (GCC) with latest corrections, as applicable to the engineering department of S.Co. Railway.

36 **ACCEPTANCE OF TENDER**

The final acceptance of tender shall rest with Railways who reserve the right to accept or reject or re tender without assigning any reason thereon.

37 **NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT)**

NEFT is mandatory from 01.01.2008. No Registration /Renewal of Firms will be granted without NEFT system after 01.01.2008. All payments after 01.04.2008 are being made only through NEFT/RTGS. Firms have to keep the Mandate Forms along with their offer. Work order will not be issued without Mandate Forms. **(Annexure - IV)**

38 **Statutory Variation Clause:**

Any addition or variation of statutory taxes, levies and duties after the date of opening of tender shall be paid to the contractor after production of necessary document proof. Similarly benefit of reduction/ abolition of duties, taxes or levies, if any, should be passed on to Railway.

39 **AGREEMENT:**

The successful Tenderer shall have to execute an agreement **(Annexure-II)** with "The President of India" acting through the Chief workshop manager, Carriage Repair Shop, Tirupati, S.Co. Railway based on the accepted rate(s), terms and conditions, General Condition of Contract, Special Conditions/Specifications of work as well as materials annexed to the tender document.

40. **Illegal Gratification:**

(1) **As per Para No. 18(1) of Part-II of GCC 2022:**

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement Process or contract execution;

ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) "Anti-competitive practice": any collusion, bid rigging or anti- competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to procurement or execution process of contract, which can affect the decision the decision of the procuring entity directly or indirectly;

vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which he is participating;

vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the

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investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

(2) As per Para No. 18(2) of Part-II of GCC 2022:

Punitive Provisions:

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
 - ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
 - iii) Provisions in addition to above:
 - a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

41. PAYMENT PROCEDURE:

41.1 No advance payment will be made to the contractor.

41.2 Payment for the work completed will be done on monthly basis for the completed work and on submission of certified bill as per the Railway norms. To arrange payment a bill comprising of charges for the activity completed in completed Coaches will have to be submitted. The claimed bill shall consist of following documents/records.

- (i) Documentary proof (i.e. Form-B along with certified Bank transaction statement of the contractor) for Last month wages paid through bank for the labour as per the minimum wages notified by the Labour Commissioner from time to time which has to be certified by the Contractor & nominated Railway Representatives along with their attendance particulars (i.e. Form D).
- (ii) Annexure – B (Monthly consolidated statement), Annexure – C (Penalty statement) should be submitted along with M.Book.
- (iii) Self-certification in compliance of all applied Acts/laws/statutory regulations/ rules related to Contract labor engagement as per Annexure-A.
- (iv) The contractors GST paid challan/GST R1/GST R3B relevant claimed bill
- (v) Documentary proof of payment of ESI & EPF statements pertaining to the labour engaged for the bill period.
- (vi) Documentary proof of details of updating in shramikkalyan portal

41.3 The bill is to be submitted to the office of the CWM. Senior Section Engineer/Works/CRS/TPTY will maintain the Measurement book. Payment will be made after deducting the cost of damages, penalties if any as certified by SSE/ Works/CRS/TPTY and any taxes and dues as applicable.

41.4 Office of the CWM has to ensure 100% of certification by the SSEs as per the codal provisions and also ensure deduction of all penalties from the bills and then put up to competent authority for clearance of the bill. After verification, forward the bills to Finance duly taking the Competent Authority signature.

Signature of the Tenderer

- 41.5 As far as possible a single bill (i.e. Tax invoice) shall be generated for all the activities that are covered in the tender document by the contractor based on the measurements recorded
- 41.6 The Railway will not make any payments for any such additional work carried out by the contractor without permission of the Railway's authorized representative.
- 41.7 Payments shall not be made for items of work/quantities not attended to or not done by the contractor.
- 41.8 Railways shall be entitled to deduct income tax and surcharge on income tax and other taxes as per the Government regulations applicable from time to time.
- 42 GENERAL CONDITION OF CONTRACT, if any:
- 42.1 This contract is governed by the latest General Conditions of Contract and the contractor has to abide by the conditions of Latest GCC in force. Wherever the special conditions are at variance with the General conditions of contract, the special conditions shall only prevail.
- 42.2 The contractor shall take all safety precautions in all respects while working. Railway Administration will not be responsible for any safety related issues and its results.
- 42.3 In case of any dispute of any kind, the firm shall abide by the decision of the Officer in- charge of work. However, any modification to tender condition/conditions while execution of subject contract, the decision of tender accepting authority is final and binding upon the contractor.
- 42.4 The Contractor has no right to demand for more or less quantum of work, they should carry out the work at Railway nominated place & they cannot demand for particular placement for the work.
- 42.5 The contractor shall provide adequate man power for prompt and efficient execution of subject work within the specified time. The contractor shall furnish a list of manpower deployed by him along with full description, name, address, aadhaar card, etc. for this work before commencement to the officer-in-charge of this work at TPYS.

Note:-

1. The Tenderer may visit the Carriage Repair Shop, Tirupati, S.Co. Railway for assessing the work to be done before submitting the offer (if required).
2. Tenderer shall have to quote compulsorily for all the items only in the proforma attached (Schedule of Rates and Quantities).
3. Information as called for in all the annexures shall be invariably furnished (as applicable).
4. In case of any dispute regarding makes/specifications, supply of materials, terms and conditions of contract (or) any other dispute, the decision of tender accepting authority is final and binding up on the contractor.

For CHIEF WORKSHOP MANAGER
Carriage Repair Shop, Tirupati, S.Co.Railway
for & on behalf of the President of India

Signature of the Tenderer

PART-III (A)
SCOPE OF WORK

S. No Description

Schedule -A: Construction of Volley Ball Court

1 Synthetic (Acrylic) surface for the Volley Ball Court.

Surfaces are 100% acrylic and should be UV resistant. 8 layers system (ITF Classified). "Supply with Installation of 8Layered + SBR Cushioned Acrylic Synthetic (ITF Approved) Flooring For all weather and UV rays protected, Complete Work.

- a) 1Layer of Acrylic Resurface with Silica Sand and Cement.
- b) 5 Layers- Cushioned Court
- c) 2 Layers- Acrylic Colour Coat Combination with Silica Sand.
- d) Standards Game Line Marking. Thickness:3-3.5mm

2 Asphalt Base Surface

Asphalt Base Surface for Outdoor VOLLEY BALL Court. -A typical asphalt base consists of a 8"-inch pavement which consists of :

- a) Excavation to a depth between 3 inches to remove all weeds and grass from its roots, create a slope of 1" in every 10' in the sub-base on the shorter axis. (without any grass or weeds) Extreme care would need to be taken to ensure a correct slope of 1" in every 10. Soil Filling up to a height of 1foot (as required) to keep the court area at higher side as compared to the adjacent land area. No Water Stagnation Permitted in the Middle Portion of the Court.
- b) Compaction of the sub-base will be by 8–10-ton roller.
- c) Carry out anti-termite and weedicide on the total area by making 9" deep holes space 12" apart and injecting the chemicals and also spraying.
- d) Laying of two layer of 3" compacted water bound macadam with good earth as binder. WBM to be densely compacted by keying and interlocking the stones to ensure no settlement takes place.
- e) Lay a 30mm compacted thick Hot Mix asphalt BM course.
- f) Lay a 20mm compacted thick Hot Mix A.C. course. • Seal Coat with stone dust.
- g) An open saucer drains at the lower end.
- h) Laying of 18" retaining wall by keeping the top level straight. No painting on the edge wall only plaster will be done.

3 Chain Link Fencing Specifications:

- a) The Chain Link fencing to be provided for heights ranging from 5feet & 10feet height as per the site requirements and as directed by the SSE.
- b) The fencing pole heights are of 5feet & 10Feet only and the total height will be 7feet and 12feet respectively for both type of poles. 2 feet depth pole fixing with RCC concrete
- c) Pole fixing with RCC concrete up to 400mm depth.
- d) Every 10feet one vertical pole centre to centre.
- e) Vertical Pole of 75x75mm MS Square Pipe.

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- f) Horizontal Pole 50x50x2mm MS Square Pipe (Top, Middle, Bottom) for 10feet height fencing & 2Nos of Horizontal poles for 5feet fencing i.e. only in Top and Bottom.
- g) GI Chain link fence of size 50x50x3mm
- h) Painting on MS Pole-Primer 1 coat, Enamel 2 coat-Green Colour.
- i) Painting on GI Chain Link-Enamel 1 Coat-Green Colour.

4 Painted VOLLEYBALL poles with Net Tensioning Device.

- a) Height of the Pole from the Ground 2.43meters (Minimum) or as per Standard Pole Height of Volley Ball Courts.
- b) Depth Below the Ground – 1meter minimum.
- c) Cross Section – Circular of Minimum 8inch Diameter.
- d) All Accessories required for the Holding the Net with Tension and Straight condition to be Provided.
- e) Application of Primer Coat Followed by Final Coat of Painting to Have Glossy & Fine Finish.
- f) The Poles are to be Erected duly applying the Concrete and Proper Foundation. Additional Supports at the Bottom to be Provided for Proper Bonding and Better Strength in the soil.

Schedule -B : Supply, Installation & Commissioning of Out Door Gym Items

Scope of the Items in Schedule B: Covers Supply, installation and commission the Open Outdoor Gym equipment Setup (inclusive of foundation related civil work). The firm should provide CC platform of size 8'X8'X4" (LXWX H) of M25 grade for each item and interlocking type rubber tiles of 22mm thick should be provided over the CC platform. Foundation for each main structure pipe should be of minimum 2'X 2' X2' (LXWXD) of M25grade, so that the equipment should withstand the maximum working load.

- 1 **Supply, Installation & Commissioning of Double Steps Air Walker :** Pipe – Made of galvanized steel, Main pipe is 114 mm OD, Other supporting pipe is 48mm & 38mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Foot Rest - Made of aluminium castings. Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120micron) Size-195 x 53 x 125 cm.
- 2 **Supply, Installation & Commissioning of Air Walker – Single:** Pipe – Made of galvanized steel, Main pipe is 114 mm OD, Other supporting pipe is 48mm & 38mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Foot Rest - Made of aluminium castings. Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120 micron) Size-100 x 48 x 135 cm
- 3 **Supply, Installation & Commissioning of Hip Twister Triple :** Pipe – Made of galvanized steel, Main pipe are 114 mm OD, Other supporting pipe is 48mm & 32mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Foot Rest - Made of aluminium castings. Pole Caps- Made of HDPE MATERIAL.
Paint- Powder Coated (Thickness 80-120 micron) Size-137 x 137 x 125 cm
- 4 **Supply, Installation & Commissioning of See Saw Double:** Made up of A-class structure materials. The main beam is made up of 65mm NB M.S A- class pipes. The Structure i.e., the legs are made up of 32mm NB M.S A class pipes housing a heavy-duty metal bush of pivot type

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Mechanism. The seats are made out of CR sheet of 10'' X 8'' of 18 SWG. Handles are made up of 15 mm M.S a class pipe. The above equipment is duly red-oxide and painted in multi color with foundation extension. Safe area is 9' X 3'.

- 5 **Supply, Installation & Commissioning of Slide:** Overall length of the product (when assembled): 2415m, Overall width of the product (when assembled): 965mm (Stare supporting base) and 432 mm (Sliding part) Overall height of the product (when assembled): 1143 mm Slide ladder made up of virgin grade polyethylene plastic. (The Pipes of minimum 50mm Diameter with 3mm Wall Thickness to be Used as the Base Frame Structure). The above equipment is duly red-oxide and Spray painted in multi color with foundation extension. Safe area is 20' X 4'.
- 6 **Horse Spring Rider:** Made up of A-class structure materials. The riders are FIBER REINFORCED PLASTIC / LDPE. It is Supported by heavy-duty coil spring. The above equipment is duly red-oxide and painted in multi-color with foundation extension. Safe area is 5' X 4'
- 7 **Supply, Installation & Commissioning of Leg Press & Chest Press (Dual):** Pipe – Made of galvanized steel, Main pipe are 114 mm OD, Other supporting pipe is 48mm & 38mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Seats - Made of LLDPE material Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120 micron) Size-174 x 70 x 225 cm
- 8 **Supply, Installation & Commissioning of Abdominal Sit up Board Single**
Pipe – Made of galvanized steel, Main pipe are 114 mm OD, Other supporting pipe is 48mm & 38mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Laying Part - Made of Rubber-coated GI sheet. Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120 micron) Size-155 x 50 x 70 cm.
- 9 **Supply, Installation & Commissioning of Double Walking**
Pipe – Made of galvanized steel, Main pipe are 114 mm OD, Other supporting pipe is 38mm & 32mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Foot Rest - Made of aluminium castings. Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120 micron) Size-158 x 55 x 145 cm
- 10 **Supply, Installation & Commissioning of RCC Bench:** Supplying and fixing in position precast RCC bench made of RCC M-30 consisting of front height 450 mm, base width 420mm, back height 1000 mm, RCC planks of size 1500 mm x 100 mm x 50 mm including joining all parts with galvanized nuts and bolts as per direction of engineer incharge, in all respect including all taxes, transportation, all lead and lift. T & P, labour etc. complete.
- 11 **Supply, Installation & Commissioning of Air Swing:** Pipe – Made of galvanized steel, Main pipe is 114 mm OD, Other supporting pipe is 48mm & 38mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Seats - Made of LLDPE material Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120 micron) Size-174 x 70 x 225 cm. The Equipment should have Covered Accommodation.
- 12 **Supply, Installation & Commissioning of Rowing Machine:** Made of galvanized steel, Main pipe are 114 mm OD, Other supporting pipe is 48mm & 38mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Seats - Made of LLDPE material Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120 micron) Size- 110 x 86 x 110 cm

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- 13 **Supply, Installation & Commissioning of Elliptical Machine:** Made of galvanized steel, Main pipe are 114 mm OD, Other supporting pipe is 38mm & 32mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Foot Rest - Made of aluminium castings. Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120 micron) Size-113 x 55 x 144 cm
- 14 **Supply, Installation & Commissioning of Arm Wheel:** Pipe – Made of galvanized steel, Main pipe are 114 mm OD, Other supporting pipe is 42mm & 32mm OD and 2.5 mm thickness. Bearing – Heavy duty ball bearing. Pole Caps- Made of HDPE Material. Paint- Powder Coated (Thickness 80-120 micron) Size- 85 x 62 x 171 cm

Schedule -C: Supply, Installation & Commissioning of In Door Gym Equipment

- 1 **Supply, Installation, Testing and Commissioning of Tread Mill.**
Commercial Treadmill with all accessories, leading, loading unloading including one year AMC etc complete item.AC driving system running surface Clear &luxurious design Double phenolic heavy cushioned deck for excellent shock absorption that provides suitable push off to reduce the possibility of any type of injury to knees and joints, Motor Power: 5 HP AC Continuous , Duty/6HP. Minimum Acceptable Running Area: 57" x 20", Least Acceptable Speed range: 1.0 to 20Km/h, Least Acceptable Incline Range:1.0 -18 level, Least Acceptable Max User Weight: 170 kg, Extended Hand Rails for greater safety of the users, Manual Non-detachable emergency button, Anti-skid platform for the safety of the users Accessories Holder, Display Type: 7" LED Display Feedback calories, speed, HRC, Incline, distance & time. Sensors for HRC. Brand: aakav/ Aerofit/ Powermax/ Cosco
- 2 **Supply, Installation, Testing and Commissioning of Elliptical Cross Trainer**
Derive system: Manual
 - a) Fly Wheel: 20 KG minimum
 - b) Max User weight: 140 Kg
 - c) Weight: 80 Kg
 - d) Fly Wheel Resistance : 16 levels with EMS system
 - e) Display Type : LCD Display
 - f) Display Reading : Speed, Time, Distance, Calories, Pulse,
 - a) Stepless adjustable system with emergency brake system.
 Brand: aakav/Aero fit/Power max/Cosco.
- 3 **Supply, Installation, Testing and commissioning Of Spin Bike**
 - a) Minimum Acceptable Flywheel Mass: 16 kg
 - Least Acceptable Max User Weight: 140 kg
 - b) Minimum Number of Resistance /Adjustment levels: 16.
 - c) Anti-Skid foot blades wide & safe during the workouts Rollers. Accessories Holder / Mobile holder
 - 2 Stationary Handles.
 - Power requirements: Self
 - Min. Weight: 50 Kg
 - Brand: aakav/ Aerofit/ Powermax/ Cosco/Max Pro.
- 4 **Supply, Installation, Testing and commissioning Of Pectoral Fly**
Dimension with acceptable percentage variation shown in brackets :(LXWXH) :

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- a) DIMENSION(Min): 120 × 100 × 220 CM & WEIGHT: 209 KG
 - b) Weight Stack: 100 kg.
 - c) adjustable Seat height Ergonomic grip design
 - d) Stainless steel guide rods.
 - e) Weight stack with magnetic pull pins Chrome finishing Multi grip & rubber grip handles with unilateral motion.
 - f) Brand: Aakav/ Aerofit / Power max /Cosco/HICROSS.
- 5 Supply, Installation, Testing and commissioning Of Lat Pulldown with ROW
- a. Dimension (L x W x H) : 1553 x 1480 x 2208 mm (61"x58"x86") Least Acceptable Weight Stack: 100 kg.
 - b. WEIGHT (+-): 215 KG
 - c. WEIGHT STACK: 80 KG
 - d. Roller pads adjustment for different type of user's Wide rubber grip handles for precise. Adjustable thigh roller pads & chrome finishing. Counter balanced mechanism.
 - e. Weight stack with magnetic pull pins.
 - f. Brand: Aakav/Aero fit/ Power max /Cosco/Hi Cross
- 6 Supply, Installation, Testing and commissioning Of Abdominal Bench
- a. Dimension with acceptable 5 %percentage variation shown in brackets :(L X W XH) 63"(±10%) x 47"(±10%) x 63"(±10%).
 - b. Least Acceptable Weight Stack: 100 kg.
 - c. Back pad adjustments with high quality bearings for varying leg lengths.
 - d. Self-aligning roller pad & chrome finishing
 - e. Side rubber grip handles.
 - f. Brand: Aakav/Aero fit/Power max/Cosco/Hlcross.
- 7 Supply, Installation, Testing and commissioning Of Olympic Multi Bench.
- a. Dimension with acceptable percentage variation shown in brackets :(L X W X H) 1550(±10%) mm x 1090 (±10%) mm x1820(±10%) mm.
 - b. WEIGHT: 90 KG
 - c. Chrome sleeves & chrome finishing.
 - d. 2 weight horns and level height adjustments.
 - e. Brand: Aakav/ Aerofit/ Power max/ Cosco/Hlcross.
- 8 Supply, Installation, Testing and commissioning Of Adjustable Bench
- a) Dimension with acceptable percentage variation shown in brackets :(L X W X H) :1450(±10%) mm x 560 (±10%) mm x470(±10%) mm, WEIGHT: 45 KG, Welded steel frame adjustable to flat, incline, or decline positions.
 - b) Comfortable grip handle and wheels for easy relocation. Rubber grip handles Chrome finishing 8 Adjustable Settings:
 - c) back pad adjustments and seat pad adjustments.
 - d) The rubber base on the legs Roller pads for support during the exercise.
 - e) Brand: Aakav/ Aerofit/ Powermax /Cosco/Hlcross.
- 9 Supply, Installation, Testing and commissioning Of Flat bench
- a) Dimensions (LxWxH) : 1200x620x500 mm Product Weight : 15 ±05kgs

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Brand: Aakav/ Aerofit/ Powermax /Cosco/Hlcross.

- 10 Supply, Installation, Testing and commissioning of preacher bench
 - a) Dimensions (L x W x H) : 930 * 750 * 900 mm, N.W/G.W : 32 kgs Main: 100*50*3mm
 - b) Brand: Aakav/ Aerofit/ Powermax /Cosco/Hlcross.
- 11 Supply, Installation, Testing and commissioning Of Black Rubberized Hex Dumbbells
 - a) Set of Rubber Dumbbell Hex in Weights of 2.5 KG, 5 KG, 7.5 KG, 10 KG, 12.5 KG, 15 KG, 17.5 KG, 20 KG, 25 KG, 30KG, 35 KG, 40 KG - SET OF RUBBER DUMBBELL HEX IN KGS Quantity of Individual Item as advised by Railways.
- 12 Supply, Installation, Testing and commissioning Of Rubber Bumper Plates
 - a) SET OF WEIGHT PLATES with Grip options of lifting Non-slip of 2.5 KG, 5 KG, 7.5 KG, 10 KG, 15 KG, 20 KG, 25 KG - SET OF WEIGHT PLATES IN KGS Quantity of Individual Item as advised by Railways.
 - b) High-quality Barbell weight plate.
 - c) Weights perfect for all bar's High-quality steel ring centre for durability Protection
 - d) Rubber coating protects flooring and reduces noise.
 - e) Brand: Aakav/ Aerofit/ Power max/ Cosco/Hlcross
- 13 Supply, Installation, Testing and commissioning Of Multi grip curl bar
 - a) Weight - 3.5kg.
 - b) Length - 30.3".
 - c) Diameter - 25mm Material – Steel.
- 14 Supply, Installation, Testing and commissioning Of V Bar for triceps "
 - a) Tricep Press down fixed.
 - b) Dimension : 300 X 178 mm
 - c) Material- Stainless Steel
- 15 Angle triceps bar
- 16 Skipping rope
- 17 Supply, Installation, Testing and commissioning Of YOGA MAT.
 - a) Dimensions : 173x61x0.6cm
 - b) Brand viva fitness/Cosco/ AAKAV brand
- 18 Supply, Installation, Testing and commissioning of Exercise Ball
 - a) size 75cm/85cm or colour and size as per approved by engineer-in change.
 - b) Brands : Viva fitness/cosco brand of M/s cosco, let splay brand of M/s R.J or equivalent.
- 19 Supply, Installation, Testing and commissioning Of AEROBIC STEPPER
 - a) Brand: WELCARE or Equivalent as Approved by Railway.
 - b) Material, Item Weight: Polypropylene (PP), 2.45 Kilograms.
 - c) Product Dimensions: 68L x 28W x 15H Centimetres.
- 20 Olympic weightlifting rods of 7 feet:
 - a) Stainless steel rod. Weight 20 kilograms
 - b) Dimension 2200mm long.
 - c) Material Carbon Steel;
 - d) Surface Finish Chrome Plated Grip Type
 - e) Knurled Sleeves Diameter 50mm chrome bar.

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- f) Maximum Load bearing capacity 300kgs.
- g) Designed with a medium depth diamond knurled surface and a sleeve that rotates with the most delicate touch.1 Set
- h) Olympic Rod 4 ft EZ:
- i) Stainless steel rod 4 feet long.
- j) Designed with a medium depth diamond knurled surface and a sleeve that rotates with the most delicate touch.

21 Supply, Installation, Testing and commissioning of DUMBBELLS/ ROD/ PLATE 2 tier rack IRON STEEL MATERIAL, (SITC of DUMBBELLS/ ROD/ PLATE STANDIRON STEEL MATERIAL WITH 3TYPE OF RACK). Brands : Aakav/Aerofit/Powermax/Cosco/Hlcross.

- 22 Supply, Installation, Testing and commissioning of Mirror 5 MM thickness looking glass.
- a) **Thickness:** 5mm standard for durable, high-quality, distortion-free reflection, often using tempered glass for safety.
 - b) **Safety Features:** Must include safety backing (shatterproof film) to prevent glass scattering, crucial for high-impact workout areas.
 - c) **Size:** 36X72 inches or 4X8 Feet or as per Site Requirement.

Material: High-definition float glass or clear, durable mirror acrylic for a clear, crisp reflection.
Edges: Polished edges are recommended for a cleaner look and safer handling, especially for frameless designs.

23 MP1858 LEG CURL / LEG EXTENSION - 100 KG, Dimension (LXWXH) : 1600x1076x1580 mm (62"x42"x62") Machine Weight : 239 Kgs, Stack Weight : 100 Kgs

24 Body lean Fitness Calf Raise Machine, Seated Calf Machine, Calf Workout Machine with Band Pegs, Plate Loaded Lower Body Specialty Machine, Leg Training Equipment Home Gym

- a) **HEAVY-DUTY CONSTRUCTION:** SPART Seated Calf Raise machine is made of sturdy commercial tube, equipped with thickened seat cushion, and thigh pads to ensure comfortable using experience. The seated position allows for proper form and maximum muscle activation, making the calf workout more effective.
- b) **ADJUSTABLE SETTINGS:** Six adjustable height choices to accommodate different training crowd. All family members can find the right training position! Movable thigh pads helps to fit your training motion trajectory, while the padded seat adds comfort and ergonomic well being to your workout.
- c) **BAND PEGS:** Two band pegs on each side can connect with elastic bands for added resistance, achieving better leg muscle shaping effects. (Bands are not included).
- d) **FIT 1" AND 2" WEIGHT PLATES:** Removable sleeve weight holder of this calf workout machine is compatible with 1" and 2" weight plates(barbell clamps are included).
- e) **EASY TO MOVE:** Smooth transport wheels are designed for easy movement and rubber feet can avoid scratching the floor.
- f) **IMPROVE BALANCE AND ATHLETIC PERFORMANCE:** Strong calf muscles help to improve balance, speed and athletic performance, reducing the risk of falls and improving stability. Maximum Assembled Dimension: 50.6" (L) x 23.3" (W) x 36.9-40.2" (H). Gross Weight: 55 LBS.
- g) The Equipment Should be Commissioned to ascertain the above functionalities are working in Good Condition.

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- 25 Supply, Installation, Testing and commissioning of chest & Shoulder Press
 Dimension (LXWXH): 1927x1347x1580 mm (75"x53"x62"), Machine Weight: 279 Kgs
 Stack Weight: 100 Kgs

B. Scope of Contractor

1. Qualified Men and Material including the painting of the items in line with the Scope of Work.
2. Tools for Installation and Commissioning of the Items, Material Handling Equipment, Excavator, Trucks and other items required for the work.
3. Safety of the Staff at the work place including provision of the PPEs as per the nature of work.
4. Ensure Warranty for the Supplied Items, such that the material and Equipment's are robust and withstand the loads/utility by the Humans.
5. Ensure proper housekeeping at Work place and proper disposal of released material.
6. Lighting arrangement at the work place for proper illumination.
7. Supply of Soil, Water and other Material to completely commission the Supplied Material.
8. Transportation of the material up to the work site.
9. The complete Civil Work including the CC work and soil filling required for Commissioning of the Out Door Gym Items.
10. Ensure Cleaning of the Surrounding work Areas while handing over the site to Railways. Ensure no residual waste is left at the site.

C. Scope of Railways

1. Provision of space at free of cost for facilitating contractor to fulfill his obligations.
2. Ensure site clearance for carrying out the works.
3. Supply of Power at Free of Cost. The Supply Arrangement will be made available within the vicinity of 30meters for Power Supply.
4. Approval of the Color/Brand (In case of Deviation of Tendered Make) of the items to be supplied as per the scope of work.
5. Nomination of SSE/Railway Representative for Inspection of the Items Supplied.

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PART-III(B) :**SPECIAL CONDITIONS OF CONTRACT:**

1. Recently, in CRS Tirupati two contracts have been terminated forfeiting contractor's performance guarantee, other liabilities and has been banned for 2 years as apparently due to quoted unworkable rates i.e. rates less than the estimate. Therefore, it is requested that tenderers go through the special conditions and scope of the work as well as penalties very meticulously and participate in the tender. Participation in the tender without understanding the scope/special conditions and penalties not only detrimental to the contractors but also to Railways.
2. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of procuring entity.
3. **Place of Work:** North Colony & West Colony Premises of Carriage Repair Shop- Tirupati. Nominated Supervisor: SSE/Works/CRS/TPTY and Other Representative Nominated by Railways.
4. This work should commence within 15days from the date of LOA. If work is not commenced within 15days, penalties as listed in Para 11.1 will be imposed. Commencement of work means deployment of Man Power and the material. The Schedule-A Works should Commence within 15Days from the Date of Issue of LOA.

5 **Activity Target Time:**

Completion period allowed. The Completion Period to Adhered from the Date of Issue of LOA.

Sr No	Activity	Completion Period
1	Construction of Volley Ball Court – Schedule -A	45 Days
2	Supply & Commissioning of the Out Door Gym Items - Schedule -B	60 Days
3	Supply & Commissioning of Indoor Gym Items - Schedule -C	60 Days

- 6 The contractor shall make arrangements to stick to the Target Completion Period for the activities mentioned above. The Quantities are subjected to variation as per the Requirement of the Consignee. Railway reserves the right to extend the contract completion period, if the site is not ready. Such extension is binding up on the contractor.
- 7 The Work Quality should be Monitored at all Levels. Railways shall impose the penalty for the bad workman ship or Improper working procedures during the course of working. 80% of the Cost will be Paid after successful completion of the work including Commissioning. The Quality of the Completed work will be monitored for a period of One Month; the Balance 20% amount will be paid after a period of 4 months.

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- 8 **Warranty period:** The contractor ensures warranty of 12 months for the quantum of work covered and the Equipment Supply by him for workmanship or material. Any defects for poor workmanship or failure of Equipment due to defective Material or Defect arise during the course of working (Except External Damages), If found within the warranty period as per scope of work shall be attended and rectified by the contractor at free of cost within 07 days from the date of intimation. Failure to attend the warranty shall attract penalty.
- 9 **Preventive Maintenance Schedule:** The Contractor has to be carry out preventive Maintenance Schedules during the course of warranty Period. Contractor has to engage manpower for carrying out the checks and Maintenance Schedules for every Month i.e. 12 Visits during the Warranty Period. Failure to carry out the Visit during the Warranty Period shall Extend the Warranty Period Months accordingly. There should be Gap of 30 Days between each visit. The Preventive Maintenance Schedule Visits are in addition to the Warranty Complaints Visits.
- 9 **Supervisor Qualification:** The contractor has to engage the full-time responsible supervisor (as per (para No 3.1.2 of part-III above) Rly. Board L. No: 2012/CW-I/CT/O/20, Dt.10-05-2013) with qualified Diploma/Graduate Engineer or equivalent to coordinate the work with SSE/Works and Sports officer.
- 10 **Completion period:** The entire work has to be completed normally within a period of 3 months from the date of Issue of LOA. However, if less quantity is offered by Railway on account of less arising/any other reason, Railway reserves the right to extend the contract completion period beyond 3 months as per requirement of Railways and such extension is binding up on the contractor. The Contractor has to Deploy the Man Power Accordingly for Carrying out the Works Simultaneously at different Locations.

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11 PENALTY

S. No.	Item	Penalty Amount
1	For delay in commencement of work – contractor shall commence work within 15 days from the issue of LOA.	Rs. 3,000/- per Day
2	If the contractor fails to complete the work within the stipulated time as mentioned in parano.5.-Penalty for each incomplete Day	Rs.2000/- per Day
3	Deviations with regarding to terms and conditions (including the scope of work) of the contract, breach of Railway safety Protocols and execution of work, discipline including spoiling the work place and improper housekeeping.	Rs.2000/-per occasion.
	If the contractor fails due to delay to attend warranty as per conditions of Contract.	Rs.1000/- per day per case for exceeding days as per warranty clause.

Signature of the Tenderer

Annexure-A

**Contractor Compliance Self Certification
(w.r.t. Acts/Statutory regulations/rules related to contract labour engagement)**

I/We_____have complied all applicable Acts, Laws, rules & regulations of govt. of India and Local govt.
w.r.t. contract labour engagement for the_month_____year in carrying out outsourcing contract work
“Augmentation of Sports Facilities at CRS/TPTY

Date:

Signature of the Contractor
representative and name

Place:

Contractor firm seal:

Signature of the Tenderer

ANNEXURE – B**Monthly consolidated statement**

Name of the Work: "Augmentation of Sports Facilities at CRS/TPTY

Working month: _____

Sl. No	Description of work	Unit	Qty	Qty. Executed in the month	Cumulative Qty. Executed	Balance Qty.	Penalty (If any)	Remarks
Schedule -A: Construction of Volley Ball Court								
1	Synthetic (Acrylic) surface for the Volley Ball Court as per the attached Technical Specification in scope of work.	Square Foot	3874					
2	Asphalt Base Surface for Volley Ball Court as per the attached Technical Specification in scope of work.	Square Foot	3874					
3	Chain Link Fencing for Volley Ball Court as per the attached Technical Specification in scope of work.	Square Foot	4050					
4	Painted VOLLEYBALL poles with Net Tensioning Device	Set	1					
Schedule-B : Supply, Installation & Commissioning of Out Door Gym Items								
1	Double Step Air Walker as per the attached Technical Specification in scope of work.	Nos	2					
2	Air Walker – Single as per the attached Technical Specification in scope of work.	Nos	2					
3	Hip Twister Triple as per the attached Technical Specification in scope of work.	Nos	2					
4	See Saw Double as per the attached Technical Specification in scope of work.	Nos	2					
5	Slide as per the attached Technical Specification in scope of work.	Nos	2					
6	Horse Spring Rider as per the attached Technical Specification in scope of work.	Nos	2					

Signature of the Tenderer

7	Leg Press & Chest Press (Dual) as per the attached Technical Specification in scope of work.	Nos	2					
8	Abdominal Sit up Board Single as per the attached Technical Specification in scope of work.	Nos	2					
9	Double Walking Rest as per the attached Technical Specification in scope of work.	Nos	2					
10	RCC Bench as per the attached Technical Specification in scope of work.	Nos	8					
11	Air Swing Pipe as per the attached Technical Specification in scope of work.	Nos	2					
12	Rowing Machine as per the attached Technical Specification in scope of work.	Nos	2					
13	Elliptical Machine as per the attached Technical Specification in scope of work.	Nos	2					
14	Arm Wheel as per the attached Technical Specification in scope of work.	Nos	2					

Schedule- C : Supply, Installation & Commissioning of Indoor Gym Equipment's

1.	Supply, Installation and Commissioning of Tread Mill	Nos	1					
2.	Supply, Installation, Testing and Commissioning of Elliptical Cross Trainer	Nos	1					
3.	Supply, Installation, Testing and commissioning Of Spin Bike	Nos	2					
4.	Supply, Installation, Testing and commissioning of Pectoral Fly	Nos	1					
5.	Supply, Installation, Testing and commissioning of Lat Pull down with ROW	Nos	1					
6.	Supply, Installation, Testing and commissioning of Abdominal Bench	Nos.	1					
7.	Supply, Installation, Testing and commissioning Of Olympic Multi Bench	Nos	1					
8.	Supply, Installation, Testing and commissioning of Adjustable Bench	Nos	1					
9.	Supply, Installation, Testing and commissioning Of Flat bench	Nos	1					
10.	Supply, Installation, Testing and commissioning Of Preacher bench	Nos	1					

Signature of the Tenderer

11.	Supply, Installation, Testing and commissioning Of Black Rubberized Hex Dumbbells	Kgs	230					
12.	Supply, Installation, Testing and commissioning of Rubber Bumper Plates	Kgs	120					
13.	Supply, Installation, Testing and commissioning of Multi grip curl bar	Nos	1					
14.	Supply, Installation, Testing and commissioning Of V Bar for triceps Material- Stainless Steel "	Nos	2					
15.	Supply, Installation, Testing and commissioning of angled triceps bar	Nos	2					
16.	Supply, Installation, Testing and commissioning Of Skipping Rope.	Nos	6					
17.	Supply, Installation, Testing and commissioning of YOGA MAT	Nos	2					
18.	Supply, Installation, Testing and commissioning of Exercise Ball	Nos	1					
19.	Supply, Installation, Testing and commissioning of AEROBIC STEPPER	Nos	1					
20.	Olympic weightlifting rods 7 feet, Olympic Rod 4 ft EZ, Olympic box bar	Set	1					
21.	Supply, Installation, Testing and commissioning of DUMBBELLS/ ROD/PLATE 2 tier rack IRON STEEL MATERIAL.	Nos	1					
22.	Supply, Installation, Testing and commissioning of Mirror 5 MM thickness looking glass	Sqm	80					
23.	Supply, Installation, Testing and commissioning of MP1858 LEG CURL / LEG EXTENSION - 100 KG	Nos	1					
24.	Supply, Installation, Testing and commissioning of Body lean Fitness Calf Raise Machine, Seated Calf Machine, Calf Workout Machine with Band Pegs, Plate Loaded Lower Body Specialty Machine, Leg Training Equipment Home Gym	Nos	1					
25.	Supply, Installation, Testing and commissioning of Chest and Shoulder Press	Nos	1					

SSE/Concerned

Officer In-charge

Signature of the Tenderer

ANNEXURE-C**PENALTY STATEMENT**

Name of the Work: "Augmentation of Sports Facilities at CRS/TPTY

Date:

Period From:

To:

S.No.	Penalty Clause	Penalty imposed in Rs.	Remarks
1.	Penalty imposed in terms of Clause No. 11.1 of Part-III(B) of this document		
2.	Penalty imposed in terms of Clause No. 11.2 of Part-III(B) of this document		
3.	Penalty imposed in terms of Clause No. 11.3 of Part-III(B) of this document		

SSE/Concerned**Officer In-charge****Signature of the Tenderer**

PART– IV
SCHEDULE OF RATES AND QUANTITIES

Name of the work:	Augmentation of Sports Facilities at CRS/TPTY
Total Estimated cost:	Rs. 33,18,293.44/- (Rupees Thirty-Three Lakhs Eighteen Thousand Two Hundred Ninety-Three and Forty-Four Paise Only/-)

Table-1: Estimated Rates and Quantities

Sl. no	Description	Unit	Quantity	Unit rate	Total Value (Rs.)
Schedule -A: Construction of Volley Ball Court					
1	Synthetic (Acrylic) surface for the Volley Ball Court as per the attached Technical Specification in scope of work.	Square Foot	3874	80.16	310539.84
2	Asphalt Base Surface for Volley Ball Court as per the attached Technical Specification in scope of work.	Square Foot	3874	115.00	445510.00
3	Chain Link Fencing for Volley Ball Court as per the attached Technical Specification in scope of work.	Square Foot	4050	89.91	364135.50
4	Painted VOLLEYBALL poles with Net Tensioning Device	Set	1	16448.50	16448.50
Schedule-A Total					11,36,633.84
Schedule-B : Supply, Installation & Commissioning of Out Door Gym Items					
1	Double Step Air Walker as per the attached Technical Specification in scope of work.	Nos	2	63720	127440
2	Air Walker – Single as per the attached Technical Specification in scope of work.	Nos	2	40120	80240
3	Hip Twister Triple as per the attached Technical Specification in scope of work.	Nos	2	36580	73160
4	See Saw Double as per the attached Technical Specification in scope of work.	Nos	2	37170	74340
5	Slide as per the attached Technical Specification in scope of work.	Nos	2	61360	122720
6	Horse Spring Rider as per the attached Technical Specification in scope of work.	Nos	2	27140	54280
7	Leg Press & Chest Press (Dual) as per the attached Technical Specification in scope of work.	Nos	2	58410	116820
8	Abdominal Sit up Board Single as per the attached Technical Specification in scope of work.	Nos	2	32450	64900
9	Double Walking Rest as per the attached Technical Specification in scope of work.	Nos	2	62540	125080

Signature of the Tenderer

10	RCC Bench as per the attached Technical Specification in scope of work.	Nos	8	5500	44000
11	Air Swing Pipe as per the attached Technical Specification in scope of work.	Nos	2	112100	224200
12	Rowing Machine as per the attached Technical Specification in scope of work.	Nos	2	46020	92040
13	Elliptical Machine as per the attached Technical Specification in scope of work.	Nos	2	46020	92040
14	Arm Wheel as per the attached Technical Specification in scope of work.	Nos	2	46020	92040
Schedule-B Total					13,83,300
Schedule- C: Supply, Installation & Commissioning of Indoor Gym Equipment's					
1.	Supply, Installation and Commissioning of Tread Mill	Nos	1	124285	124285
2.	Supply, Installation, Testing and Commissioning of Elliptical Cross Trainer	Nos	1	96436	96436
3.	Supply, Installation, Testing and commissioning Of Spin Bike	Nos	2	24975	49950
4.	Supply, Installation, Testing and commissioning of Pectoral Fly	Nos	1	42953	42953
5.	Supply, Installation, Testing and commissioning of Lat Pull down with ROW	Nos	1	82942	82942
6.	Supply, Installation, Testing and commissioning of Abdominal Bench	Nos.	1	13695	13695
7.	Supply, Installation, Testing and commissioning Of Olympic Multi Bench	Nos	1	37765	37765
8.	Supply, Installation, Testing and commissioning of Adjustable Bench	Nos	1	28071	28071
9.	Supply, Installation, Testing and commissioning Of Flat bench	Nos	1	14259	14259
10.	Supply, Installation, Testing and commissioning Of Preacher bench	Nos	1	16754	16754
11.	Supply, Installation, Testing and commissioning Of Black Rubberized Hex Dumbbells	Kgs	230	103.82	23878.6
12.	Supply, Installation, Testing and commissioning of Rubber Bumper Plates	Kgs	120	104	12480
13.	Supply, Installation, Testing and commissioning of Multi grip curl bar	Nos	1	996	996
14.	Supply, Installation, Testing and commissioning Of V Bar for triceps Material- Stainless Steel	Nos	2	1116	2232
15.	Supply, Installation, Testing and commissioning of angled triceps bar	Nos	2	907	1814
16.	Supply, Installation, Testing and commissioning Of Skipping Rope.	Nos	6	232	1392
17.	Supply, Installation, Testing and commissioning of YOGA MAT	Nos	2	1851	3702
18.	Supply, Installation, Testing and commissioning of Exercise Ball	Nos	1	739	739

Signature of the Tenderer

19.	Supply, Installation, Testing and commissioning of AEROBIC STEPPER	Nos	1	2382	2382
20.	Olympic weightlifting rods 7 feet, Olympic Rod 4 ft EZ, Olympic box bar	Set	1	7304	7304
21.	Supply, Installation, Testing and commissioning of DUMBBELLS/ ROD/PLATE 2 tier rack IRON STEEL MATERIAL.	Nos	1	18119	18119
22.	Supply, Installation, Testing and commissioning of Mirror 5 MM thickness looking glass	Sqm	80	103	8240
23.	Supply, Installation, Testing and commissioning of MP1858 LEG CURL / LEG EXTENSION - 100 KG	Nos	1	94341	94341
24.	Supply, Installation, Testing and commissioning of Body lean Fitness Calf Raise Machine, Seated Calf Machine, Calf Workout Machine with Band Pegs, Plate Loaded Lower Body Specialty Machine, Leg Training Equipment Home Gym	Nos	1	13950	13950
25.	Supply, Installation, Testing and commissioning of Chest and Shoulder Press	Nos	1	99680	99680
Schedule-C Total					7,98,359.60
Total Schedule A+B+C					33,18,293.44

Guidelines for quoting the Rates:

1.	Tenderer is instructed to carefully go through the Tender Schedule/Scope of Work, Measurement of Work & also visit the Site, before quoting his own percentage rates (above/below/at par).
2.	The above rates are inclusive of required Labour, Materials, Tools, Equipment's, PPEs, GST, statutory payments like ESI, EPF and all other taxes & duties etc.
3.	The quantities shown in above Schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account
4.	Tender shall quote the rates in Percentage (%) over estimated cost in the format of e-tender module on web site www.ireps.gov.in duly noting down the conditions and instructions in this section.
5.	The contractor should have to pay statutory payments like EPF, ESI (As per the provisions of EPF/ESI act in force) etc., to the contract staff engaged for the subject work without fail and proof of such payments made shall have to be submitted to railways along with the bills for ensuring the compliance. However, Railways will not reimburse the same to the contractor.
6.	Any addition or variation of statutory taxes, levies and duties after the date of opening of tender shall be paid to the contractor after production of necessary document proof. Similarly benefit of reduction/ abolition of duties, taxes or levies, if any, should be passed on to Railway.

Signature of the Tenderer

ANNEXURE-I

GENERAL CONDITIONS OF CONTRACT

The "General Conditions of Contract", governing the performance of the works covers by this contract is the "General Conditions of Contract", for the user in connection with Civil Engineering works of South Coast Railway as amended from time to time and up dated.

A copy of the booklet incorporating the above "General Conditions of Contract" may be pursued or purchased from the office of the Principle Chief Engineer, South Coast Railway, Siripuram Junction , Visakhapatnam(A.P)

In signing this agreement, it would be deemed that the contractor has kept himself fully informed of the provision of the "General Conditions of Contract" including all corrections and amendments issued up to the date of this tender notice.

CHIEF WORKSHOP MANAGER
Carriage Repair Shop, S.Co. Railway, Tirupati,
for & on behalf of the President of India

Signature of the Tenderer

ANNEXURE – II

**SOUTH COAST RAILWAY
CONTRACT AGREEMENT OF WORKS**

(Not to be filled at the time of submission of the tender)

CONTRACT AGREEMENT NO. _____ Dated _____ 22.

ARTICLES OF AGREEMENT made this ____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Signature of Contractor

Contractor Address

Date:

**Chief Workshop Manager
for and on behalf of THE PRESIDENT OF INDIA
(Carriage Repair Shop, Tirupati)**

Date:

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:

Signature of the Tenderer

ANNEXURE –III**GUARANTEE BOND****(On Stamp Paper of requisite value) (To be used by approved Scheduled Banks)**

1. In consideration of the President of India, acting through the WAO, Carriage Repair Shop, Tirupati (hereinafter called 'Government') having agreed to exempt _____ herein after called the said Contractor (s)') from the demand, under the terms and conditions of Agreement No. _____ dated _____ 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 irrevocable Bank Guarantee amounting to 5% of the contract value i.e. Rs. _____ only. We _____ (indicate the name of Bank) (hereinafter referred to as 'the Bank' at the request of _____ (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We undertake to keep this performance guarantee in force till satisfactory completion of the work and maintenance period is over.
3. We, _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms or conditions or any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any court or tribunal relating there to 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 thereunder and the Contractor(s)/Suppliers) shall have no claim against us for making such payment.
5. We, _____ (indicate the name of the 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 CWM, Carriage Repair Shop, Tirupati certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee there after.
6. We, _____ (indicate the name of the 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 for bearance, act or omission on the part of the Government or any indulgence by the Government or by any such matters or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
8. We, _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated, the _____ day of _____ for _____.

Witness

1

2.

* * * * *

(SIGNATURE)

BANK

Signature of the Tenderer

ANNEXURE –IV

NEFT is mandatory from 01-01-2008. No Registration/Renewal of Firms will be granted without NEFT system after 01-01-2008. All payments after 01-04-2008 will be made only through NEFT/RTGS. Firms to keep the Mandate Form along with their offers. Purchase order will not be issued without Mandate Forms.

**NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT)
MANDATE FORM (NEW)**

From:

M/s.

Date:

**To,
WAO/CRS,
TIRUPATI,
SOUTH COAST RAILWAY,
TIRUPATI.**

Sub: NEFT Payments.

* * *

We prefer to the NEFT being set up by S.Co.Rlys. For remittance of our payments using RBI's NEFT scheme. Our payments may be made through the above scheme to our under noted account.

Name of the City :

Bank Code No. :

Name of the Bank :

Branch Address :

Branch Tel/Fax No. :

Supplier's/Contractor's Account No. :

Type of Account :

IFSC Code for NEFT :

IFSC Code for RTGS :

Supplier's/Contractor's name as per account:

Telephone No. of Supplier/Contractor :

Supplier's/Contractor's E-mail ID :

PAN No. :

Signature of Supplier/Contractor
Stamp & Address

Confirmed by Bank :

Enclose a copy of cancelled cheque

Signature of the Tenderer

ANNEXURE-V

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

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

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 besides 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 or incorrect 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 besides 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 Iam/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.

Signature of the Tenderer

ANNEXURE-V (A)

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc)

I/We(Name), attorney/authorized signatory of the.....(constituent firm/constituent partner) and member/partner of the.....(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that (Constituent firm/constituent partner) 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.

2.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 CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated

Signature of the Tenderer

Annexure –XI

BID SECURITY

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through **Chief Workshop Manager,**

(Carriage Repair Shop, Tirupati)

S.Co. Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through ----- (***Designation & address of Contract Signing Authority***), Railway,, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No. _____, We have been informed that ***[Insert name of the Bidder]***..... (***hereinafter called "the Bidder"***) intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of ***[Insert required Value of Bid Security]***, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,***[Insert Name of the Bank]***, with its Branch***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank**, acting through***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

Signature of the Tenderer

6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Signature of the Tenderer

Annexure –XII

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting through.....,

.....
Railway.

Date.....
.....

Surety Bond No:.....

Issue Date:.....

Amount of Bond:.....

Expiry Date:.....

WHEREAS, In consideration of the President of India acting through.....(*Designation & address of contract signing authority*),.....Railway,..... (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No XXXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹. XXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No:

Date:

WHEREAS, we, _____, (*Name of insurance company*) hereinafter called the Surety, acting through [*Designation(s) of the authorized person of the Surety*], have, at the request of the **M/s. XXXX** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX **(Rupees XXXX Only)** as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.

Signature of the Tenderer

9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed **XXXX**(Rupees XXXXX Only).
- b. This Surety Bond shall be valid up to **XXXX** (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before **XXXX** [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 202

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral. in].

Place.....

Bank's Seal and authorized signature(s)
[Name in Block letters].....
[Designation with Code No.].....
[P/Attorney] No.

Witness

- 1.
- 2.

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

END OF THE DOCUMENT

Signature of the Tenderer