



RAIL WHEEL FACTORY, INDIAN RAILWAYS, GOVERNMENT OF INDIA,  
2<sup>nd</sup> FLOOR, ADMINISTRATIVE BUILDING,  
OFFICE OF THE PRINCIPAL CHIEF MATERIALS MANAGER, YELAHANKA, BENGALURU,  
KARNATAKA-560064, Phone: 9108501704, 080-28072706 / 72740,  
Website: [www.rwf.indianrailways.gov.in](http://www.rwf.indianrailways.gov.in)

**SCOPE OF WORK:** Carriage of condemned wheelsets from various locations of Indian Railways to Rail Wheel Factory, Yelahanka, Bengaluru, Karnataka – 560064 by road. Loading and unloading by Railways is free of cost. Note: Mandatory documents should be submitted in compliance with the Bid Security Condition, Power of Attorney, IBA Certification, Annexure XVIII, and an undertaking letter stating that all documents submitted by the bidder along with the bid and the uploaded declaration format are true. Non-submission of the required documents/annexures in support of the above may result in rejection of bids.

**DISTANCE SLAB:** above 500 km and up to a lead distance of 1000 km

**Approximate QUANTITY in Metric Tonnes: 1300MT (One Thousand Three Hundred Metric Tonnes only)**

**NOTE: (1)** The pincode to pincode distance as available on [www.ewaybillgst.gov.in](http://www.ewaybillgst.gov.in); which is being regulated, maintained, managed and owned by Government of India, shall be considered for freight admissibility.

**(2)** GST@5% is applicable for Carriage of Railway Material(Freight Charge).

For Principal Chief Materials Manage

### **QUALITY POLICY**

To achieve and maintain excellence in quality in the manufacture of wheels, axles and wheelsets conforming to the requirement of our customers and to strive for continuous improvement.

### **ENVIRONMENTAL POLICY**

This Plant has secured ISO:14001 certification for its Environment Management System. We request our esteemed contractors to kindly make all endeavours to adopt eco-friendly processes and packing material with regard to the products manufactured in general and in particular for the items manufactured for us by RWF. The bidders are also requested to submit a copy of valid ISO:14001 certificate while bidding for the tender.

### **SPECIAL NOTE**

As RWF is ISO 9001, ISO 14001-2004, OHSAS 18001-1999, IRIS and AAR certified organization, tenderers shall comply with the requirements of these standards while dealing with RWF.

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**INDEX**

**PART-I: INSTRUCTIONS TO TENDERERS (ITT): (A) GENERAL INSTRUCTIONS**

**PAGE No.7 TO 8**

- 1.0 GENERAL
- 2.0 LOCAL CONDITIONS
- 3.0 SUBMISSION OF TENDER/BIDS: ELECTRONIC BID(e-Bid)
- 4.0 REVISED BIDS
- 5.0 DISCLAIMER
- 6.0 TENDER CONFIDENTIALITY
- 7.0 TENDER CLOSING TIME & DATE
- 8.0 AUTHORISED SIGNATORIES
- 9.0 ATTACHMENT/UPLOADING OF DOCUMENTS

1. **PART-I: INSTRUCTIONS TO TENDERERS(ITT): (B) REGULATIONS FOR TENDERS AND CONTRACTS: PAGE No.8 TO 11**

- 1.0 INTERPRETATION
- 2.0 DEFINITIONS
- 3.0 TWO BID SYSTEM / TWO PACKET SYSTEM
- 4.0 SINGULAR & PLURAL
- 5.0 HEADINGS AND MARGINAL HEADINGS
- 6.0 **USE OF PERSONAL PRONOUNS**
- 7.0 ELIGIBILITY OF BIDDERS AND BID EVALUATION
- 8.0 QUALIFICATION CRITERIA
- 9.0 BID EVALUATION SYSTEM
- 10.0 MINIMUM ELIGIBILITY CRITERIA
- 11.0 EVALUATION OF TECHNICAL BID
- 12.0 EVALUATION OF FINANCIAL BID
- 13.0 Application for Registration for Approved List of Vendors
- 14.0 RIGHT OF RAILWAY TO DEAL WITH BIDS:**
- 15.0 BID DOCUMENTATION**
- 16.0 OMISSIONS & DISCREPANCIES
- 17.0 EARNEST MONEY
- 18.0 Care in Submission of Bids
- 19.0 Execution of Contract Document
- 20.0 Execution Co-Relation and Intent of Contract Documents**

=====

## **PART – II : STANDARD GENERAL CONDITIONS OF CONTRACT:**

### **PAGE No.12 TO 21**

- 1.0 LAW GOVERNING THE CONTRACT
- 2.0 COMPLIANCE TO REGULATIONS AND BY-LAWS
- 3.0 COMMUNICATIONS TO BE IN WRITING
- 4.0 SERVICE OF NOTICES ON CONTRACTORS
- 5.0 OCCUPATION AND USE OF LAND
- 6.0 ASSIGNMENT OR SUBLETTING OF CONTRACT
- 7.0 RAILWAY PASSES
- 8.0 **CARRIAGE OF MATERIALS**
- 9.0 REPRESENTATION ON SITE
- 10.0 RELICS, TREASURES, LOST AND FOUND
- 11.0 INDEMNITY BY CONTRACTORS
- 12.0 PERFORMANCE GUARANTEE
- 13.0 FORCE MAJEURE
- 14.0 Illegal Gratification
- 15.0 Contractor's Understanding
- 16.0 Commencement of Services
- 17.0 Accepted Programme
- 18.0 Compliance to Manager's Instructions
- 19.0 ALTERATIONS TO BE AUTHORIZED
- 20.0 EXTRA SERVICES
- 21.0 **SEPARATE CONTRACTS IN CONNECTION WITH SERVICES**
- 22.0 INSTRUCTIONS OF MANAGER'S REPRESENTATIVE
- 23.0 ADHERENCE TO SPECIFICATIONS AND DRAWINGS (SCOPE OF WORK)
- 24.0 **DRAWINGS AND SPECIFICATIONS OF THE WORKS**
- 25.0 Ownership of Proprietary Information and Specifications(SCOPE OF WORK)
- 26.0 COMPLIANCE WITH CONTRACTOR'S REQUEST FOR DETAILS
- 27.0 MEANING AND INTENT OF SPECIFICATION AND DRAWINGS
- 28.0 WORKING TIMINGS
- 29.0 DAMAGE TO RAILWAY PROPERTY OR PRIVATE LIFE AND PROPERTY
- 30.0 SHEDS, YARDS AND STORE HOUSES
- 31.0 PROVISION OF EFFICIENT AND COMPETENT STAFF AT SITES BY THE CONTRACTOR
- 32.0 DEPLOYMENT OF QUALIFIED SUPERVISORS BY THE CONTRACTOR
- 33.0 SKILLED LABOUR/ EXPERTISE AND TESTING
- 34.0 REMOVAL OF IMPROPER MATERIALS/ TOOLS AND PLANT
- 35.0 FACILITIES FOR INSPECTION
- 36.0 TEMPORARY WORKS
- 37.0 CONTRACTOR TO SUPPLY WATER FOR WORKS/ SERVICES
- 38.0 CONTRACTOR TO ARRANGE SUPPLY OF ELECTRIC POWER FOR SERVICES
- 39.0 PRECAUTION DURING PROGRESS OF SERVICES
- 40.0 ROADS AND WATER COURSES
- 41.0 PROVISION OF ACCESS TO PREMISES
- 42.0 SAFETY OF PUBLIC
- 43.0 USE OF EXPLOSIVES
- 44.0 SUSPENSION OF SERVICES
- 45.0 RATES FOR ITEMS OF SERVICES
- 46.0 RATES FOR EXTRA ITEMS OF SERVICES
- 47.0 CLEARANCE OF SITE ON COMPLETION
- 48.0 laws, Acts and terms become applicable, in consonance with the context.
- 49.0 EXTENSION OF TIME
- 50.0 VALUATION OF VARIATIONS
- 51.0 VARIATIONS IN QUANTITIES DURING EXECUTION OF SERVICE CONTRACTS
- 52.0 CLAIMS
- 53.0 SIGNING OF "NO CLAIM" CERTIFICATE
- 54.0 MEASUREMENTS
- 55.0 PAYMENTS
- 56.0 PRICE VARIATION CLAUSE(PVC)
- 57.0 CERTIFICATE OF COMPLETION OF WORKS CONTEMPLATED IN SERVICE
- 58.0 FINAL PAYMENT
- 60.0 LABOUR LAWS AND RELATED OBLIGATIONS, including the sub-clauses

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### **PART-III : SPECIAL CONDITIONS: PAGE No.22 TO 29**

- 1.0 Special Conditions of Contract
- 2.0 APPLICABILITY OF RULES
- 3.0 SCOPE OF WORK AND OTHER COMPLEMENTARY FACTORS
- 4.0 INTEGRATED MATERIAL CARRIAGE SYSTEM
- 5.0 QUANTITY
- 6.0 CURRENCY OF THE CONTRACT
- 7.0 Submission of Declaration
- 8.0 SUPERVISION AND CO-ORDINATION BY CONTRACTOR
- 9.0 DEMANDING OFFICIAL, COMMUNICATION OF DEMAND, PAYMENT & OTHERS
- 10.0 FINISHED WHEELSETS DESTINED FOR USE BY RAILWAYS
- 11.0 ADDRESS FOR CORRESPONDENCE
- 12.0 ADDRESS FOR FINANCIAL TRANSACTIONS
- 13.0 ACCOUNT DETAILS OF PFA/RWF
- 14.0 Associated webportals
- 15.0 INTIMATION OF DEMAND BY THE DEMANDING OFFICER
- 16.0 APPLICABILITY OF PRICE VARIATION AND PAYMENT
- 17.0 TRANSHIPMENT
- 18.0 RECKONING OF THE DISTANCE & FREIGHT ADMISSIBILITY
- 19.0 RISK AND COST
- 20.0 **WEIGHTMENT (WEIGHMENT OF CONSIGNMENT)**
- 21.0 TRAFFIC REGULATIONS, REQUIREMENTS AND COMPLIANCE
- 22.0 PRODUCTION OF BLUE BOOK
- 23.0 SAFETY REGULATIONS, REQUIREMENTS AND COMPLIANCE
- 24.0 TRANSIT PERIOD AND PENALTY
- 25.0 VITIATION CLAUSE
- 26.0 CURRENT PANEL OF IBA
- 27.0 INDEMNITY BOND
- 28.0 MODE OF PAYMENT
- 29.0 ICRO and SMALL ENTERPRISES : PUBLIC PROCUREMENT POLICY :2012
- 30.0 Relaxation for Start-ups
- 31.0 CONSIDERATION OF ABNORMALLY LOW BIDS
- 32.0 Cartel Formation/ Bid Rigging

=====

**PART-IV : PAGE No.31 TO 47**

<b>INDEX OF ANNEXURES: A to I of Bid document</b>			
SL No	PART Reference	ANNEXURE reference	Subject in Brief
1	PART – IV	ANNEXURE - A	Proforma for Electronic Fund Transfer(EFT) MANDATE
2	PART – IV	ANNEXURE - B	DOCUMENT OF AUTHROISATION for payment through Letter of Credit for all domestic supply/work contracts)
3	PART – IV	ANNEXURE – C	BID SECURING DECLARATION (Railway Board's Letter No.2020/RS(G)/779/16 Dated: 27.11.2020)
4	PART – IV	ANNEXURE - D	e-INVOICE DECLARATION
5	PART – IV	ANNEXURE - E	Proforma for submission of NO DUES/ NO CLAIM CERTIFICATE
6	PART – IV	ANNEXURE - F	Guarantee Bond (for Performance)
7	PART – IV	ANNEXURE- G	Indemnity Bond
8	PART – IV	ANNEXURE - H	Instructions to be followed by drivers of Lorry inside RWF premises. (Ref:-Letter No.RWF/M/PCO/MIS/ 131/ 4E dated:29.01.2013)
9	PART – IV	ANNEXURE - I	CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (Manual for Procurement of Works 2022 / Chapter 7)

<b>INDEX OF ANNEXURES: I to XVIII of Bid document</b>			
SI No	PART Reference	ANNEXURE reference	SUBJECT IN BRIEF
1	PART-IV	ANNEXURE – I	Bid Evaluation - Technical Criteria ( Please refer GCC-2018 for Works)
2	PART-IV	ANNEXURE -II	Bid Forms
3	PART-IV	ANNEXURE-III to XI (Please refer GCC-2018 for Works)	
4	PART-IV	ANNEXURE – XII	PERFORMANCE NOTICE
5	PART-IV	ANNEXURE – XIII	REVOCATION OF PERFORMANCE NOTICE
6	PART-IV	ANNEXURE – XIV	7 DAYS NOTICE
7	PART-IV	ANNEXURE – XV	TERMINATION NOTICE
8	PART-IV	ANNEXURE-XVI to XVII (Please refer GCC-2018 for Works)	
9	PART-IV	ANNEXURE – VIII	Undertaking for Truthfulness/ Correctness of the DOCUMENTS

## **PART-I (A) : GENERAL INSTRUCTIONS TO TENDERERS**

**1.0 GENERAL:** The Principal Chief Materials Manager, Rail Wheel Factory(RWF), Yelahanka, Bengaluru-560064 on behalf of the President of India, hereinafter referred as the Purchaser/Railways, duly authorised, invites e- bids from established and reliable organizations/transporters for carriage of Railway Material as set forth in the "Schedule of Requirements/Scope of Work detailed under Special Conditions".

**1.1** Tenderers are advised to carefully read all the Instructions, the General and Special Conditions of tender, and Indian Railways Standard(IRS) General Conditions of Contract(GCC) for SERVICES and the entire bid document before submitting their e-bids. By submission of e-bids, it will be presumed that the tenderer/bidder has read, understood and accepted all the conditions of the tender document, individually uploaded documents and those referred therein and undertake to abide by the same. Railways shall not be responsible for any kind of technical obstructions that might occur during online bidding.

**1.2** Tenderer/s must ensure that the conditions laid down for submission of e-bids detailed in subsequent Paras/Parts of this document, are completely and correctly fulfilled. E-Bids, which are not complete in all respects as stipulated in the subsequent paras/Parts of this document, are liable to be ignored.

**1.3** The Principal Chief Materials Manager or any other authorised officer on behalf of the President of India is not bound to accept the lowest or any tender / e-Bid or to assign any reason for doing so and reserves himself the right to cancel the e-tender, to reduce quantity or divide the contract or to accept any e-tender in respect of the whole or any portion of the items specified in the e-tender schedule and the successful tenderer/s shall be required to arrange for carriage of Railway material specified, at the same rate quoted.

**1.4** All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. Failure to comply with this may render the **OFFER LIABLE TO BE REJECTED**. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation shall prevail.

**1.5** The Indian Railways Standard (IRS) General Conditions of Contract(GCC) for SERVICES-2018, including the correction slips & Other documents, if any, as uploaded on IREPS Web Portal, as available on date of closing of Tender shall become applicable. In case of any contradiction in the terms and conditions appearing in the INDIAN RAILWAYS STANDARD GENERAL CONDITIONS OF CONTRACT(GCC) for Services-2018 or Special conditions specified in the Bid document, the SPECIAL CONDITIONS shall prevail.

**2.0 LOCAL CONDITIONS:** It will be imperative on the part of each of the tenderers to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the carriage. The Railways shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for change of price or time schedule for carriage of Railway material shall be entertained after the Purchaser accepts the bid.

**3.0 SUBMISSION OF TENDER/BIDS: ELECTRONIC BID(e-Bid):** The detailed procedure for submission of e-bids is available under QUICK LINK >>LEARNING CENTRE>>E-TENDER(Goods & Service) segment of [www.ireps.gov.in](http://www.ireps.gov.in)

**3.1** The e-bid should be submitted through IREPS portal only. Bids/offers received in any other form i.e., manual offers/e-mail offers/scanned copy of offers on firm's letter heads/ any other form received shall be **CONSIDERED AS INVALID AND REJECTED SUMMARILY**. Every on-line tender should be submitted duly signed with a valid Digital Signature Certificate before the closing date and time of tender. Electronic offers once digitally signed and submitted for one or all the item/items, shall remain fully secured confidentially stored into the e-tender box in an encrypted form, till the due date and closing time of e-tender.

**3.2** Bidders should refrain from attaching general documents like Company profile etc. through this tab unless the tender conditions specifically seek these documents. Such general document like company profile etc. should be uploaded only once through the View / Upload documents link in the Documents section in the left navigation block of the Home page as public documents. All such public documents uploaded by the bidder can be seen by the tendering authority. **(Page 55/ireps - Goods & Services: User Manual for Vendors)**

**4.0 REVISED BIDS:** Vendors can submit a revised commercial bid any time before the stipulated closing date and time and in such case the last revised bid submitted shall be considered as the bid for the tender superseding all the previously submitted bids for that item/items of the tender. *Only the last bid submitted by the bidder shall be considered for evaluation and the earlier bids shall be ignored.* (Page 47: IREPS - **Goods & Services: User Manual for Vendors**)

**5.0 DISCLAIMER:** The purchaser shall bear no responsibility for incorrect evaluation of total unit rate and/or ranking of a tender if the offer form is not filled-in completely / filled ambiguously. No claim or clarification of the tenderer regarding applicability, inclusion or exclusion of any element of tax or any other change in the offer shall be accepted online by IREPS Web portal, after the lapse of closing time of the tender.

**5.1** Tenderers must look out for NIT as soon as it is available in IREPS website and upload their offer/bid well in advance without waiting for closing date and time, to avoid last minute hassle in their own computer system for communication line. RWF is not responsible for non-participation of vendors due to any technical problems on the day/time of tender closing or prior to the closing of the tender. Under exceptional circumstances, the tender will be floated off-line/manually, as decided by the Railway administration and then the procedures related to Electronic submission of offers shall not become applicable.

**5.2** Only e-bids received in the electronic box available on the website [www.ireps.gov.in](http://www.ireps.gov.in) will be considered.

**5.3** The electronic procurement system does not permit submission of any offer after the closing date and time of tenders. Hence, there is no scope for late/delayed offers in the on-line bidding process.

**6.0 TENDER CONFIDENTIALITY :** The Tenderer shall treat the contents of her tender as private and confidential. He shall also treat the prices quoted by him as strictly confidential until the tenders are opened.

**7.0TENDER CLOSING TIME & DATE:** The Tender shall be closed at 14.15 Hours (Indian Standard Time(IST)) on the date as specified in the NIT(Notice Inviting the Tender/Advertisement Published in News paper). Accordingly, tenderer/s shall digitally sign and submit the tenders/offers online, not later than 14.15 Hours (IST) on the date as specified in the NIT/Advertisement. The Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website. In case the due date of the tender closing/closing day happens to be a holiday for RWF, the e-tender shall be opened on the next working day. However bidders cannot submit/revise offer or attach document beyond the closing time and date of the e- tender.

**8.0 AUTHORISED SIGNATORIES:** Please note that the signatories so added can submit bids on behalf of the Firm. The Firm/Company/Individual Owner/Proprietor etc. will be legally liable and accountable for all activities performed by the authorized signatories through the IREPS website. Please keep the list and details of the authorized signatories updated at



all times. Please remove the name of the authorized signatory immediately if he/she leaves the company. In case of failure to do so, the Firm/Company/Individual Owner/ Proprietor will be held liable for actions of such signatory.

**9.0 ATTACHMENT/UPLOADING OF DOCUMENTS:** Bidders should refrain from attaching general documents like Company profile etc., through this tab. Such general document like company profile etc. should be uploaded only once through the View / Upload documents link in the Documents section in the left navigation block of the Home page as public documents. All such public documents uploaded by the bidder can be seen by the tendering authority.

#### **PART-I(B) : REGULATIONS FOR TENDERS AND CONTRACTS**

**1.0 INTERPRETATION:** These shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Bid Forms. **(Page-1/Clause No.1.1/GCC-Services-2018)**

**2.0 DEFINITIONS :** In these General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires **(Page-1/Clause No.1.2/GCC-Services-2018)**

**2.1** The "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on her behalf **(Page-1/Clause No.1.2.1/GCC-Services-2018)**

**2.2** "Non-consultancy services" (or 'Outsourcing of Services') are defined by exclusion as those services that cannot be classified as Consultancy Services. These involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be clearly identified and consistently applied and are bid and contracted on such basis. It may include small works or a supply of goods or Consultancy, which are incidental or consequential to such services; (Rule 197 of GFR 2017) **(Page xvi of Manual for Procurement of Non-Consultancy Services, 2025)**

**2.3 Rule 197 "Non-Consulting Service"** means any subject matter of procurement (which as distinguished from 'Consultancy Services'), involve physical, measurable deliverables/ outcomes, where performance standards can be clearly identified and consistently applied, other than goods or works, except those incidental or consequential to the service, and includes maintenance, hiring of vehicle, outsourcing of building facilities management, security, photocopier service, janitor, office errand services, drilling, aerial photography, satellite imagery, mapping etc. **(Page 50 of GFR-2017)**

**2.4** The "General Manager(GM)" shall mean the Officer-in-Charge of the General Superintendence and Control of the Production Unit and shall also include Addl. General Manager and shall mean and include their successors of the Successor Railway.**(Page-1/Clause 1.2.2.: GCC: Service:2018).**

**2.5 BIDDER** shall mean the person/the firm/co-operative or company whether incorporated or not who bids for the services with a view to execute he works on contract with the Railway and shall include their personal representatives, successor and permitted assignees .(Page-2/Clause 1.2.6.: GCC: Services:2018).

**2.6 SERVICE** means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf(Page-2/Clause 1.2.10.: GCC: Services:2018).

**2.7** The "Contractor" shall mean the Person/ Firm/ Co-operative Society or the Company whether incorporate or not, who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assignees. .(Page-2/Clause 1.2.15.: GCC: Services:2018).

**2.8 "Contract"** shall mean and include the Agreement, the Work Order, the accepted Schedule of Rates or Rates of Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Bid Forms, if any.(Page-1& 2/Clause 1.2.16.: GCC: Services:2018).

**3.0 TWO BID SYSTEM / TWO PACKET SYSTEM** shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. **(Page-3/Clause 1.2.21.: GCC: Services:2018).**

**3.1 QUALITY AND COST BASED SELECTION** shall mean a system of bid evaluation where weightages are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criterial based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria. **(Page-3/Clause 1.2.22/ GCC: Services:2018).**

**4.0 SINGULAR & PLURAL:** Words importing the singular number shall also include the plural and vice versa where the context requires. **(Page-3/Clause No.1.3/GCC-Services:2018).**

**5.0 HEADINGS & MARGINAL HEADINGS:** The Headings and the Marginal Headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.**(Page-3/Clause 1.4/ GCC: Services:2018).**

**6.0 USE OF PERSONAL PRONOUNS:** The form of personal pronouns adopted in this document in relation to bidders is 'SHE', 'HER' etc.,. It shall be deemed to signify / include all persons ( and objects) irrespective of the gender/sex **(Page-3/ Clause 1.5/ GCC: Services:2018).**

#### **7.0 ELIGIBILITY OF BIDDERS AND BID EVALUATION:**

##### **7.1 ELEMENTS OF SERVICE CONTRACTS AND PROCEDURES THEREOF**

**7.1.1 ESSENTIAL ELEMENTS OF A SERVICE CONTRACT:** Service contracts are generally defined by scope(e.g Services expressed in terms of functions, processes, activities or projects), GOVERNANCE(e.g., decision powers, roles and responsibilities), OPERATIONS (e.g., day-to-day operating procedures), FINANCIAL ARRANGEMENTS(e.g. Fee structures, settlement arrangements), PERFORMANCE(e.g., expected outputs, levels of service, reporting) and IMPLEMENTATION(e.g. Activities, timelines, level of effort). Quality of Services and timely availability of services is essential for the satisfactory performance of a Service Contract. **(Page-4/Clause 2.1.1/ GCC: Services:2018).**

**7.1.2 TWO BID SYSTEM / TWO PACKET SYSTEM** shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. **(Page-3/Clause 1.2.21.: GCC: Services:2018).**

**7.1.3 FOR SERVICE CONTRACTS VALUING Rs.50(FIFTY) LAKHS AND ABOVE** (the cost of Bid as decided by Railway Board from time to time), at present, TWO PACKET SYSTEM of bidding for evaluation would be adopted bases on Clause 2.6B(. **(Page-4/Clause 2.1.2 and 2.1.3/ GCC: Services:2018).** **(For details on clause 2.6B, please refer the GCC -2018 for services, uploaded as attached file with this bid document.**



**7.1.4 FOR SERVICE CONTRACTS VALUING LESS THAN Rs.50(Fifty) Lakhs:** as decided by Railway administration, on the basis of Financial Bids, as per procedure laid down by Board, shall become applicable **(Page-4/Clause 2.1.3 / GCC: Services:2018).**

**NOTE:** In the context of **e-Tendering systems**, the terms **PACKET** and **ENVELOPE** are used interchangeably to refer to distinct, secure, digital, or physical compartments for submitting different parts of a bid. **(Clause Local to RWF)**

**8.0 QUALIFICATION CRITERIA:** The bidders are advised to thoroughly read and understand various Clauses associated with QUALIFICATION CRITERIA detailed under Page: 4 to 8 /Eligibility of Bidders and Bid Evaluation/GCC : Services-2018). Railway administration shall not own any responsibility for failure on the part of the bidders to thoroughly read and understand the same and quote.

**8.1 ELIGIBLE APPLICANT:** The bids for this contract shall be considered only from those Bidders (proprietorship firms, partnership firms, companies, corporations, consortia or Joint Ventures(JV herein after) etc) who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the Performance of Whole contract.**(Page-4/Clause 2.2.1/ GCC: Services:2018).**

**8.2 DISQUALIFICATION OF BIDDERS: (Page-8/Clause 2.5/ GCC: Services:2018).**

Employment/Partnership etc of Retired Railway Employees:

(a) Should a Bidder be a retired Manager of the Gazetted Rank or any other Gazetted Officer working before her retirement, whether in executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India for the time being, **or**

(b) Should a Bidder being partnership firm have as one of his partners a retired Manager or retired Gazetted Officer as aforesaid, **or**

(c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors, **or**

(d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government Service at least ONE YEAR prior to the date of submission of the Bid as to whether permission for taking such contract, **or**

if the contractor be a partnership firm or an incorporated company, to become a partners or Director as the case may be, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.

Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be, **SHALL BE REJECTED (Page-8 /Clause 2.5.1.1/GCC Services-2018)**

**8.3** Should a Bidder or contractor being an individual on the list of approved Contractor, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the Shareholder(s) employed in Gazette capacity in any department of Indian Railways, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the General Conditions of Contract. **(Page-8/Clause 2.5.2/GCC:Services-2018)**

**8.4** If the bidder or any of the constituents has been levied with a penalty for violation of labour laws for THREE TIMES in the last TWO YEARS (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc. **(Page-9/Clause 2.5.2.1/GCC:Services-2018)**

**8.5** The contractor shall be disqualified from participating in the bidding for services in a Railway Division **(Page-9/Clause 2.5.2.2/GCC:Services-2018)**

**8.6** If any previous contract of the bidder of any of its constituents had been terminated under clause 7.4/GCC-Service-2018, in that Railway division, within the previous 2(TWO) years from the date of submission of bids. **(Page-9/Clause 2.5.2.2(i)/GCC:Services-2018)**

**8.7** In that Railway division, the bidder of any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within the previous 2(TWO) years from the date of submission of bids, (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the competent Authority) **(Page-9/Clause 2.5.2.2(ii)/GCC:Services-2018)**

**8.8** The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this declaration is found to be false, process for banning of business against the bidder/contractor shall be initiated as per the extant rules. **(Page-9/Clause 2.5.2.2(ii)/GCC:Services-2018)**

**9.0 BID EVALUATION SYSTEM: (Page-9/Clause 2.6/GCC:Services-2018)**

Evaluation of the bids shall be done as per the following system:

Based on the type and specific requirements of the project, the following methods of bid evaluation can be used, as considered appropriate:

A. SINGLE PACKET SYTEM: This method of evaluation shall be used for all service contracts having bid value upto and including Rs.50 Lakh.

B. TWO BID SYSTEM / TWO PACKET SYSTEM: This method of evaluation shall be used for all service contracts having bid value exceeding Rs.50Lakh.

**For detailed Bid evaluation system refer Page 9-10/GCC: Service-2018)**

**10.0 MINIMUM ELIGIBILITY CRITERIA: (Page-10/Clause 2.6.1/GCC:Services-2018)**

**10.1 WORK EXPERIENCE:** The bidder should have satisfactorily completed\* in the last 3(THREE) previous financial years and the current financial year upto the date of opening of the tender, ONE SIMILAR SERVICE CONTRACT\*\* for a minimum of 35% of the advertised value of the bid.

\*COMPLETED SERVICE CONTRACT includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

\*\* SIMILAR SERVICE CONTRACT means ANY TRANSPORTATION OF GOODS BY ROAD, THROUGH LORRIES/TRUCKS/TRAILERS/CONTAINERS etc..

WORK EXPERIENCE CERTIFICATE from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having Annual Turnover of Rs.500 Crores and above, subject to the same being issued

from their Head Office, by a person of the comply, duly enclosing his authorisation by the Management for issuing such credentials.

**NOTE:** The bidder shall submit details of work executed by them in the prescribed format, alongwith bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of the contract, actual completion cost and actual date of completion for such contract.

**10.2 FINANCIAL STANDING:** The bidders will be qualified only if they have minimum financial capabilities as below: **(Page-10&11/Clause 2.6.1(i)(ii)/GCC:Services-2018)**

**(i) T1- FINANCIAL TURNOVER:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last 3(THREE) previous Financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting Financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered. **(Page-10&11/Clause 2.6.1(i)(ii)/GCC:Services-2018)**

**(ii) T2- LIQUIDITY:** The bidder should have access to or has available LIQUID ASSETS, LINES OF CREDIT and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder alongwith bid. **(Page-11/Clause 2.6.1(ii)/GCC:Services-2018)** Banking reference should contain in clear terms the amount that Bank will be in a position to lend for this work to the applicant / member of the joint venture/consortium. In case the Net Current Assets (as seen from the Balance sheets) are negative, only the Banking reference will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. **(Page-11/Clause 2.6.1(ii)/GCC:Services-2018)**

The Banking reference should be from a Scheduled Bank in India and it should not be more than 3(THREE) months old as on date of submission of bids. **(Page-11/Clause 2.6.1(ii)/GCC:Services-2018)**

In case of JV firms, overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV. **(Page-11/Clause 2.6.1(ii)/GCC:Services-2018)**

**10.2.1 OTHER CRITERIA:** Based on the nature of services required, type of contract and other such considerations, the competent authority may include any other criteria as it deems fit in the minimum eligibility criteria for the qualification of bidders. Sample document: Annexure-I, for illustrative purpose. **(Page-11/Clause 2.6.1(ii)/GCC:Services-2018)**

#### **11.0 EVALUATION OF TECHNICAL BID:**

**11.1 BIDDER'S CREDENTIALS:** The bidder shall submit along with the Bid document, documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid. In two packet system of bidding, each bidder shall be assigned score for their technical bid. The score of technical bid should be more than or equal to minimum qualifying marks as mentioned in bid document. The system of assigning score shall be as per the bid document.

**11.2** Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested as above.

**11.3 The bidders shall be required to submit an undertaking certifying the truthfulness of all the documents submitted/uploaded along with the tender(Annexure-XVIII). This shall be mandatory for all the bidders. In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected.(ref.:ACS No.02 of GCC for services, 2018)**

**11.4** After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L1) for their authenticity. In case the credentials of L1 are not found to be in order, her bid shall be treated as technically unresponsive and thus invalid. The process shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by a bidder is found to be false / forged:

(i) The bidder / each partner / member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (bid) shall also be summarily rejected.

(ii) If the contract has already been awarded, or Letter of Acceptance (LOA) has been issued and any, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial/ full payments otherwise due to the contractor, in respect of the partial/ full work executed by the contractor, shall be forfeited by the Railways.

(iii) Other punitive actions, like banning the bidder and partners/ members of the bidding firm for future dealings with Indian Railways and / or the Government of India may also be taken by the Railway/ Govt. of India authorities.

**12.0 EVALUATION OF FINANCIAL BID:** The financial proposal shall be evaluated to determine the lowest bidder. In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause 2.6.1.3 of GCC-Services:2018) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

**13.0 Application for Registration for Approved List of Vendors: For details refer Page-12 & 13/Clause 2.7/GCC:Services-2018.**

#### **14.0 RIGHT OF RAILWAY TO DEAL WITH BIDS: (Page-13/Clause 2.8)/GCC:Services-2018)**

The Railway reserves the right of not to invite bids for any of railway service/s and when Bids are called to accept a Bid in whole or in part or reject any Bid or all Bids without assigning reasons for any such action. The authority for the acceptance of the Bid will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest Bid or any other Bid and no Bidders(s) shall demand any explanation for the cause of rejection of their Bid nor the Railway to assign reasons for declining to consider or reject any particular Bid/s.

**14.1** If the bidder(s) deliberately gives / give wrong information in her / their tender or creates / create circumstances for the acceptance of her / their tender, the Railway reserves the right to reject such tender at any stage. **(Page-13/Clause 2.8.1/GCC:Services-2018)**

**14.2** If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her/ their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character. **(Page-13/Clause 2.8.2/GCC:Services-2018)**

**14.3** If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of

the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder. This clause shall not be applicable for Consultancy contracts. **(Page-13/Clause 2.8.3/GCC:Services-2018).**

#### **15.0 BID DOCUMENTATION:**

**15.1 Bid (Tender) Form:** Bid (Tender) Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-II. Bid Forms shall be issued on payment of the prescribed fee to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors, will on payment of the prescribed fees, be furnished with Bid forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works.

**15.2** MSEs registered with District Industries Centers, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognised by Department of Industrial policy & Promotion shall be supplied such Bid documents free of cost on confirmation (photocopy/ Xerox copy) of their evidence to this effect. **(Page-14/Clause 3.1/GCC:Services-2018)**

NOTE: Bid(Tender ) Form fee is not applicable for e-tenders.

#### **16.0 OMISSIONS & DISCREPANCIES: (Page-14/Clause 3.2/GCC:Services-2018)**

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

#### **17.0 EARNEST MONEY: (Page-14 & 15/Clause 3.3/GCC:Services-2018)**

The Bidder shall be required to deposit earnest money with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid. The earnest money shall be as under:

VALUE OF THE WORK		EARNEST MONEY DEPOSIT (EMD)
(a)	For works / services estimated to cost upto Rs.1(ONE) Crore	2% of the Estimated cost of the work
(b)	For works / Services estimated to cost more than Rs.1 Crore	Rs.2 Lakhs Plus ½ % (HALF PERCENT) of the excess of the estimated cost of work beyond Rs.1(ONE) Crore, subject to a maximum of Rs.1 Crore.

#### **NOTE:**

(i) The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of Bidding. **(Page-15/ 3.3.1 GCC:Services-2018)**

(ii) **Micro and Small Enterprise (MSEs) registered under Udyam Registration, irrespective of relevance of Product category shall be exempted from payment of minimum EMD detailed in the bid.**

**(iii) In case of an upward change after re-classification of an Enterprise, that Enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in, before the re-classification, for a period of three years from the date of such upward change.**

>> It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. **(Page-15/Clause 3.3.2/GCC:Services-2018)**

>> If her Bid is accepted, this earnest money mentioned in sub clause 3.3.1 above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of this General Conditions of Contract. The Earnest Money of other Bidders 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. **(Page-15/Clause 3.3.3/GCC:Services-2018)**

>> The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time. **(Page-15/Clause 3.3.4/GCC:Services-2018)**

#### **18.0 Care in Submission of Bids (Page-15/Clause 3.4/GCC:Services-2018)**

**18.1** Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates she enters in the Bid forms are adequate and all-inclusive to accord with the provisions in **Clause - 4.42** of the General Conditions of Contract for the delivery of services to the entire satisfaction of the Manager. **(Page-15/Clause 3.4.1/GCC:Services-2018)**

**18.2** When the service is bid for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf. **(Page-15/Clause 3.4.2/GCC:Services-2018)**

**18.3** Railway shall not be bound by any power of attorney granted by the Bidder 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. **(Page-15/Clause 3.4.3/GCC:Services-2018)**

#### **19.0 Execution of Contract Document: (Page-16/Clause 3.5/GCC:Services-2018)**

The Bidder whose bid is accepted shall be required to appear in person at the office of concerned Manager, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract document within 7 days after receipt of notice issued by the Railway that such documents are ready; and failure to do so shall constitute a breach of the agreement affected by the acceptance of the bid in which case the Railway may determine that such Bidder has abandoned the contract and there upon her bid and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money of the bid and performance guarantees for the bid available with the Railway.

FORM OF CONTRACT DOCUMENT: Refer **Page-16/Clause 3.6/GCC:Services-2018**

#### **20.0 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, equipment and transportation necessary for proper execution of the services. Materials or works/services 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/services described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. **(Page-17/Clause 4.1/GCC:Services-2018) (Page-17/Clause 4.1.1 AND 4.1.2/GCC:Services-2018): Not applicable.**

## **PART – II : STANDARD GENERAL CONDITIONS OF CONTRACT**

### **1.0 LAW GOVERNING THE CONTRACT (Page-17/Clause 4.2/GCC:Services-2018)**

The contract shall be governed by the law for the time being in force in the Republic of India.

**2.0 COMPLIANCE TO REGULATIONS AND BY-LAWS :** The Contractor shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertakings, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Manager notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until she has received instructions from the Manager 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. **(Page-17&18/Clause 4.2.1/GCC:Services-2018)**

**3.0 COMMUNICATIONS TO BE IN WRITING:** All notices, communication, reference and complaints made by the Railway or the Manager or the Manager's Representative or the Contractor *inter se* concerning the works/ services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized. **(Page-18/Clause 4.2.2/GCC:Services-2018)**

**4.0 SERVICE OF NOTICES ON CONTRACTORS :** The Contractor shall furnish to the Manager the name, designation and address of her 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 her authorised 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 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 Manager. **(Page-18/Clause 4.3/GCC:Services-2018)**

**5.0 OCCUPATION AND USE OF LAND :** No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing, or in relation to the execution of the services. **(Page-18/Clause 4.4/GCC:Services-2018)**

**6.0 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 Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 7.4 of these Conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of services by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract. **(Page-18/Clause 4.5/GCC:Services-2018)**

**7.0 RAILWAY PASSES :** No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/ workers. Wherever required 'authority for entering restricted area' or 'authority for on board services' shall be provided. **(Page-8.0/ Clause 4.6/GCC:Services-2018)**

**8.0 CARRIAGE OF MATERIALS:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the services and the contractor shall pay full freight charges at public tariff rates therefor. **(Page-19/Clause 4.7/GCC:Services-2018)**

**9.0 REPRESENTATION ON SITE:** The Contractor shall, when she is not personally present on the site of the work place, keep a responsible agent during working hours who shall on receiving reasonable notice, present herself to the Manager, and orders given by the Manager or the Manager's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absentsing herself, the Contractor shall furnish the name and address of her 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 7.4 of these Conditions. **(Page-19/Clause 4.8/GCC:Services-2018)**

**10.0 RELICS, TREASURES, LOST AND FOUND:** All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics antiquities, lost and found etc. which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same. **(Page-19/Clause 4.9/GCC:Services-2018)**

**11.0 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, her agents or employees, in the execution of the services/works wherever applicable or in her 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. **(Page-19/Clause 4.10/GCC:Services-2018)**

### **12.0 PERFORMANCE GUARANTEE: (Page-19 & 20/Clause 4.11/GCC:Services-2018)**

(Ref: Railway Board's Letter No.2017/EnHM/25/11 dated: 24.5.2024):

Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG 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 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31<sup>st</sup> DAY after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60<sup>th</sup> day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute. **(Page-19 & 20/Clause 4.11.1/GCC:Services-2018)**

**12.1** The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways. **(Page-20/Clause 4.11.2/GCC:Services-2018)**

The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract **(Page-20/Clause 4.11.3/GCC:Services-2018)**

**12.2** If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract. **(Page-20/Clause 4.11.4/GCC:Services-2018)**

**12.3** The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value: **(Page-20/Clause 4.11.5/GCC:Services-2018)**

- (a) A deposit of cash;
- (b) Irrevocable Bank Guarantee;
- (c) Government Securities including State Loan Bonds at 5% below the market value;
- (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (f) A Deposit in the Post Office Saving Bank;
- (g) A Deposit in the National Savings Certificates;
- (h) Twelve years National Defence Certificates;
- (i) Ten years Defence Deposits;
- (j) National Defence Bonds and
- (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

**Note -** The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

**12.4** The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days. **(Page-20/Clause 4.11.6/GCC:Services-2018)**

**12.5** The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager. **(Page-21/Clause 4.11.7/GCC:Services-2018)**

**12.6** Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity. **(Page-21/Clause 4.11.8/GCC:Services-2018)**

**12.7** The Manager 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: **(Page-21/Clause 4.11.9/GCC:Services-2018)**

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
- (b) 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 Manager.
- (c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

**12.8. Additional Performance Guarantee:** If a tender is accepted on the quoted rats 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%

**13.0 FORCE MAJEURE: (Page-21/Clause 4.12/GCC:Services-2018):** If at any time. during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works/ services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/ services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

**14.0 Illegal Gratification (Page-22/Clause 4.13/GCC:Services-2018)**

**14.1** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or her partner, agent or servant or, anyone on her behalf, to any officer or employee of the Railway, or to any person on her behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which she may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway. **(Page-22/Clause 4.13.1/GCC:Services-2018)**

**14.2** The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if she shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or 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 she shall consider fit & sufficient and her decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any

compensation whatsoever except payments for the work/ services rendered upto the date of rescission. **(Page-22/Clause 4.13.2/GCC:Services-2018)**

**15.0 Contractor's Understanding (Page-22/Clause 4.14/GCC:Services-2018):** It is understood and agreed that the Contractor has, by careful examination, satisfied herself as to the nature, scope and location of the services, the type / character of equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.

**16.0 Commencement of Services (Page-22/Clause 4.15/GCC:Services-2018):** The Contractor shall commence the services within 15 days (unless specified otherwise) after the receipt by her of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.

**17.0 Accepted Programme (Page-22/Clause 4.16/GCC:Services-2018):** The Contractor shall submit schedule of delivery of services, the details of organisation (in terms of labour and supervisors) plant and machinery that she intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager, shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavour to fulfill this programme of delivery of services. The progress of delivery of services shall be watched accordingly.

**18.0 Compliance to Manager's Instructions (Page-22 & 23/Clause 4.17/GCC:Services-2018)**

**18.1** The Manager shall direct the order in which the several components of the services shall be provided and the Contractor shall execute without delay all orders given by the Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respects.

**18.2** In cases, where performance or/and quality of services is/are found to be dissatisfactory, Manager or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document. **(Page-23/Clause 4.17.1/GCC:Services-2018)**

**19.0 ALTERATIONS TO BE AUTHORIZED:** No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorised, except under instructions from the Manager, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager. **(Page-23/Clause 4.18/GCC:Services-2018)**

**20.0 EXTRA SERVICES :** Should services over and above those included in the contract require to be provided at the site, the contractor shall have no right to be entrusted with the execution of such works/services which may be carried out by another contractor or contractors or by other means at the option of the Railway. **(Page-23/Clause 4.19/GCC:Services-2018)**

**21.0 SEPARATE CONTRACTS IN CONNECTION WITH SERVICES:** The Railway shall have the right to let other contracts in connection with the works/services. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works/services and shall properly connect and coordinate her work/services with theirs. If any part of the Contractors works/services depends for proper execution or result upon the works/services of another contractor(s), the Contractor shall inspect and promptly report to the Manager any defects in such works/ services that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of her services, except as to defects which may develop in the other contractor's work after the execution of her work. **(Page-23/Clause 4.20/GCC:Services-2018)**

**22.0 INSTRUCTIONS OF MANAGER'S REPRESENTATIVE:** Any instructions or approval given by the Manager's representative to Contractor in connection with the services shall bind the Contractor as though it had been given by the Manager provided always as follows :

(a) Failure of the Manager's representative to disapprove any work/ services or materials shall not prejudice the power of the Manager thereafter to disapprove such services or material and to order the rectification thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Manager's representative, she shall be entitled to refer the matter to the Manager who shall there upon confirm or vary such decision. **(Page-23/Clause 4.21/GCC:Services-2018)**

**23.0 ADHERENCE TO SPECIFICATIONS AND DRAWINGS (SCOPE OF WORK) :** The whole of the works/ services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If Contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway. **(Page-24/Clause 4.22/GCC:Services-2018)**

**24.0 DRAWINGS AND SPECIFICATIONS OF THE WORKS:** The Contractor shall keep one copy of procedures and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Manager or the Manager's Representative. **(Page-24/Clause 4.22.1/GCC:Services-2018)**

**25.0 Ownership of Proprietary Information and Specifications(SCOPE OF WORK):** All procedures, documents, drawings, processes and specifications and. copies thereof furnished by the Railway to the Contractor are deemed to be the property/ proprietary information of the Railway. They shall not be copied, distributed, published, used in any form or on other services. With the exception of the signed contract set, all such documentation in hard copy or soft copy format and other material, shall be returned by the Contractor to the Railway, on completion/ termination of the Contract. **(Page-24/Clause 4.22.2/GCC:Services-2018)**

**26.0 COMPLIANCE WITH CONTRACTOR'S REQUEST FOR DETAILS:** The Manager shall furnish with reasonable promptness, after receipt by her of the Contractor's request for the same, additional instructions by means of procedures, specifications or otherwise, necessary for the proper execution of the services or any part thereof. All such procedures, specifications and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom. **(Page-24/Clause-4.22.3/GCC:Services-2018)**

**27.0 MEANING AND INTENT OF SPECIFICATION AND DRAWINGS:** If any ambiguity arises as to the meaning and intent of any portion of the procedures, specifications and drawings or as to execution or quality of any services or material, or as to the measurements of the services the decision of the Manager thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Manager who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive. **(Page-24/Clause 4.22.4/GCC:Services-2018)**

**28.0 WORKING TIMINGS:** The Contractor shall have to carry out any required services round the clock as per directions of the Manager/ Manager's representative. **(Page-24/Clause 4.23/GCC:Services-2018)**

**29.0 DAMAGE TO RAILWAY PROPERTY OR PRIVATE LIFE AND PROPERTY:** The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor; and 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 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, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor. **(Page-24&25/Clause 4.24/GCC:Services-2018)**

**30.0 SHEDS, YARDS AND STORE HOUSES:** The Contractor shall at her own expense provide herself with sheds, yards and storehouses in such situations and in such numbers as in the opinion of the Manager is requisite for carrying on the services and the Contractor shall keep at each such sheds, yards and store-houses a sufficient quantity of materials / plant in stock as not to delay the carrying out of the services with due expedition and the Manager and the Manager's representative shall have free access to the said sheds/yards/ store houses at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Manager may object to shall not be brought upon or used in the services, but shall be forthwith removed from the sheds/yards/store houses by the Contractor. **(Page-25/Clause 4.25/GCC:Services-2018)**

**31.0 PROVISION OF EFFICIENT AND COMPETENT STAFF AT SITES BY THE CONTRACTOR (Page-25&26/Clause 4.26/GCC:Services-2018)**

**31.1** The Contractor shall maintain efficient and competent staff to give the necessary directions to her workers and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers & labour in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained. **(Page-25/Clause 4.26.1/GCC:Services-2018)**

**31.2** The Contractor shall at once remove from the site any agents, permitted sub-contractor, supervisor, worker or labour who shall be objected to by the Manager. If and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her. **(Page-25/Clause 4.26.2/GCC:Services-2018)**

**31.3** In the event of the Manager being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Manager immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/ penalize the contract under suitable clauses of these/special conditions. **(Page-25/Clause 4.26.3/GCC:Services-2018)**

**32.0 DEPLOYMENT OF QUALIFIED SUPERVISORS BY THE CONTRACTOR: (Page-25/Clause 4.26.4/GCC:Services-2018)**

**(a)** The contractor shall also employ qualified supervisors based on value of the contract and the extent of services as prescribed in the Bid documents as 'Special Conditions of Contract' by the Tender Inviting Authority. **(Page-25/Clause 4.26.4(a)/GCC:Services-2018)**

**(b)** In case the contractor fails to employ the supervisor, as aforesaid in the above paragraph, she shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in this section or as provided for in the bid document. **(Page-26/Clause 4.26.4(b)/GCC:Services-2018)**

**(c)** Number of qualified supervisors required to be deployed by the Contractor for various activities contained in the service contract shall be specified in the tender documents by the tender inviting authority. **(Page-26/Clause 4.26.4(c)/GCC:Services-2018)**

**33.0 SKILLED LABOUR/ EXPERTISE AND TESTING :** The whole of the services and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workers with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Manager according to the instructions and directions which the Contractors may from time to time receive from the Manager. The materials may be subjected to tests by means of such machines, instruments and appliances as the Manager may direct and wholly at the expense of the Contractor. **(Page-26/Clause 4.27/GCC:Services-2018)**

**34.0 REMOVAL OF IMPROPER MATERIALS/ TOOLS AND PLANT :** The Manager or the Manager's Representative shall be entitled to order from time to time: **(a)** The removal from the site within the time specified in the order of any materials which in their opinion are not in accordance with the procedures/ specifications. **(b)** The substitution of proper and suitable materials/ tools and plants, and **(c)** In case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 7.4 of these conditions/GCC-2018 for Services. **(Page-26/Clause 4.28/GCC:Services-2018)**

**35.0 FACILITIES FOR INSPECTION:** The Contractor shall afford the Manager and the Manager's Representative every facility for entering in and upon every portion of the site at all hours for the purpose of inspection or otherwise and shall provide all facilities of every kind required for the purpose and the Manager and the Manager's Representative shall at all times have free access to every part of the site and to all places at which materials / tools and plant for the services are stored or being prepared. **(Page-26/Clause 4.29/GCC:Services-2018)**

**36.0 TEMPORARY WORKS:** All temporary works necessary for the proper execution of the services shall be provided and maintained by the Contractor and subject to the consent of the Manager shall be removed by her at her expenses when they are no longer required, and in such manner, as the Manager shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Manager will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by her for the execution of services, the contractor shall arrange for handing over vacant possession of the said land after the service is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor. **(Page-26 & 27/Clause 4.30/GCC:Services-2018)**

**37.0 CONTRACTOR TO SUPPLY WATER FOR WORKS/ SERVICES (Page-27/Clause 4.31, 4.31.1 and 4.31.2/GCC:Services-2018)**

**(a) WATER SUPPLY FROM RAILWAY SYSTEM:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of services from the Railway's existing water supply system at or near the site of services on specified terms and conditions and free of cost (unless specified otherwise), provided that the Contractor shall arrange, at her own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption of failure of the water supply. **(Page-27/Clause 4.31.1/GCC:Services-2018)**

**(b)** In case the Railway is unable to provide water for the services, the contractor shall be responsible for the arrangements of supply of water necessary for the services. **(Page-27/Clause 4.31.2/GCC:Services-2018)**

**38.0 CONTRACTOR TO ARRANGE SUPPLY OF ELECTRIC POWER FOR SERVICES (Page-27/Clause 4.32/GCC:Services-2018)**

**38.1 Electric Supply From The Railway System: (Page-27/Clause 4.32/GCC:Services-2018)**

**(a)** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of services from the Railway's existing electric supply systems on specified terms and conditions free of cost (unless otherwise specified) only for the services rendered provided the cost of arranging necessary connections shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the electric supply system. **(Page-27/Clause 4.32.1/GCC:Services-2018)**

**(b)** In case the Railway is unable to provide electricity for the services, the contractor shall be responsible for the arrangements of supply of electricity necessary for the services. **(Page-27/Clause 4.32.2/GCC:Services-2018)**

**38.2 PROPERTY IN MATERIALS AND PLANT :** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the services and intended to be used for the execution thereof shall immediately, as they are brought



upon the site of the said land, be deemed to be the property of the Railway. Such of them as during the progress of the services are rejected by the Manager under Clause 4.25 of these conditions or are declared by her not to be needed for the execution of the services or such as on the grant of the certificate of completion remain unused, shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise. **(Page-27&28/Clause 4.33/GCC:Services-2018)**

**38.3 TOOLS, PLANT AND MATERIALS SUPPLIED BY RAILWAYS :** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to her charge for the purpose of the services and shall be responsible for all damage or loss caused by her, her agents, permitted subcontractor, or her workers or others while they are in her charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to her by the Manager and on completion of the services shall hand over the unused balance of the same to the Manager in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto. **(Page-28/Clause 4.34/GCC:Services-2018)**

**38.4 HIRE OF RAILWAY'S PLANT :** The Railway may hire to the Contractor such plant / machinery as DG sets, portable engines, pumps etc. for use during execution of the services on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant. **(Page-28/Clause 4.35/GCC:Services-2018)**

**39.0 PRECAUTION DURING PROGRESS OF SERVICES:** During the execution of services, unless otherwise specified, the Contractor shall at her own cost provide the materials for and execute all services as is necessary for the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or assets or hindrance to other works / services. **(Page-28/Clause 4.36/GCC:Services-2018)**

**40.0 ROADS AND WATER COURSES:** Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or her agent or her staff shall be recoverable from the Contractor by deduction from any sums which may become due to her in terms of contract, or otherwise according to law. **(Page-28/Clause 4.37/GCC:Services-2018)**

**41.0 PROVISION OF ACCESS TO PREMISES:** During progress of services in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the services and shall react and maintain at her own cost barriers, lights and other safeguards as prescribed by the Manager, for the regulation of the traffic, and provide watchers necessary to prevent accidents. **(Page-28/Clause 4.38/GCC:Services-2018)**

**42.0 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, such persons as may, in the opinion of the Manager, be required to comply with regulations appertaining to the service. **(Page-29/Clause 4.39/GCC:Services-2018)**

**43.0 USE OF EXPLOSIVES (Page-29/Clause 4.40/GCC:Services-2018) :** No explosives shall be used for the services rendered or on the site by the Contractor.

**44.0 SUSPENSION OF SERVICES (Page-29/Clause 4.41/GCC:Services-2018):** The Contractor shall on the order of the Manager, suspend the progress of the services or any part thereof for such time or times and in such manner as the Manager may consider necessary, and shall during such suspension, properly protect and secure the work so far as is necessary in the opinion of the Manager. **(Page-29/Clause 4.41.1/GCC:Services-2018)**

**44.1** If such suspension is : **(i)** Provided for in the contract, or **(ii)** Necessary for the proper execution of the services or by the reason of extraneous conditions or by some default on the part of the Contractor; and or **(iii)** Necessary for the safety of the services or any part thereof.

**44.2** The Contractor shall not be entitled to the extra costs, if any, incurred by her during the period of suspension of the service, but in the event of any suspension ordered by the Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Manager shall extend the time of service for completion of the services as the Manager may consider proper, having regard to the period or periods of such suspensions and to such compensations as the Manager may consider reasonable in respect of salaries or wages paid by the Contractor to her employees/ workers during the periods of such suspension. **(Page-29/Clause 4.41.2/GCC:Services-2018)**

**44.3 SUSPENSION LASTING MORE THAN 3 MONTHS:** If the progress of the services or any part thereof is suspended on the order of the Manager for more than three months at a time, the Contractor may serve a written notice on the Manager requiring permission within 15 days from the receipt thereof to proceed with the service 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 service as an omission of such part or where it affects the whole of the services, as an abandonment of the contract by the Railway. **(Page-29/Clause 4.41.3/GCC:Services-2018)**

**45.0 RATES FOR ITEMS OF SERVICES:** The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for services duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications/ procedures specified in the contract document including drawings wherever applicable along with all labour, materials, tools, and plants etc. **(Page-29/Clause 4.42/GCC:Services-2018)**

**46.0 RATES FOR EXTRA ITEMS OF SERVICES: (Page-30/Clause 4.42.1/GCC:Services-2018)** Any additional item of work carried out by the Contractor on the instructions of the Manager which is not included in the accepted Schedules of Rates shall be executed at the rate agreed upon between the Manager and the Contractor before the execution of such items of work.

**46.1** The Contractors shall be bound to notify the Manager at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. **(Page-30/Clause 4.42.1/GCC:Services-2018)**

**46.2** The rates payable for such items shall be decided at the meeting to be held between the Manager and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. **(Page-30/Clause 4.42.1/GCC:Services-2018)**

**46.3** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the services carried out or expenditure incurred by her prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Manager. However, if the Contractor is not satisfied with the decision of the Manager in this respect, she may appeal to the Chief Manager within 30 days of getting the decision of the Manager, supported by analysis of the rates claimed. The Chief Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway. **(Page-30/Clause 4.42.2/GCC:Services-2018)**

**47.0 CLEARANCE OF SITE ON COMPLETION: (Page-30/Clause 4.43/GCC:Services-2018)**

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Manager. No final payment in settlement of the accounts for the services 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 effected by her, and such clearance may be made by the Manager at the expense of the Contractor in the event of her failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Manager 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 Contractor's property as may be on the site and due to such removal, therefrom 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 Manager.

**48.0** The following systems, laws, Acts and terms become applicable, in consonance with the context, wherever necessary:

**Digital Contract Labour Management System (Page-30 & 31/Clause 4.44/GCC:Services-2018) is applicable wherever necessary and as per contextual requirements.**

**Environmental Requirements (Page-31 & 32/Clause 4.45/GCC:Services-2018)**

**Data Protection & Intellectual Property Rights (Page-32 & 33/Clause 4.47/GCC:Services-2018)**

**49.0 EXTENSION OF TIME:** Subject to any requirement in the contract as to completion of any portions 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. However, care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized. (Clause 5.1 of GCC-2018 for Services)

**49.1 EXTENSION DUE TO MODIFICATION:** If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager 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 and in any case not less than one month before the expiry of the date fixed for completion of the services. (Clause 5.1.1 of GCC-2018 for Services)

**49.2 EXTENSION FOR DELAY NOT DUE TO RAILWAYS OR CONTRACTOR :** If in the opinion of the Manager, the progress of services has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Clause 4.20 of these Conditions or in executing the work/service 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 Manager pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which she shall have specially applied in writing to the Manager or her authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Manager within 15 days of such happening, but shall nevertheless make constantly her best endeavors to bring down or make good the services and shall do all that may be reasonably required of her to the satisfaction of the Manager to proceed with the services. **(Clause 5.1.2 of GCC-2018 for Services)**

**49.3** The contractor may also indicate the period for which the services is likely to be delayed and shall be bound to ask for necessary extension of time. The Manager on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in her 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. **(Clause 5.1.2 of GCC-2018 for Services)**

**49.4 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 site necessary for the execution of the services, or to give the necessary notice to commence the services, 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 therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable. **(Clause 5.1.3 of GCC-2018 for Services)**

**49.5 EXTENSION OF TIME FOR DELAY DUE TO CONTRACTOR (Clause 5.2 of GCC-2018 for Services):** The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5.1 of GCC-2018 for Services, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager 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 a sum equivalent to 0.10% of the contract value of the service for each week or part of the week. **(Clause 5.2.1 of GCC-2018 for Services)**

**49.6** For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 5% In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract. **(Clause 5.2.2 of GCC-2018 for Services)**

This section does not limit Indian Railways from imposing any penalties under other provisions and such penalties will be applicable concurrently.

**49.7** Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions (GCC-2018 for Services), whether or not actual damage is caused by such default.

**49.8 MODIFICATION TO CONTRACT TO BE IN WRITING (Clause 5.3 of GCC-2018 for Services):** In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no service shall proceed under such modifications until this has been done.

**49.8.1** 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.

**49.9 POWERS OF MODIFICATION TO CONTRACT:** The Manager on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the services 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 service to be done or any services 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.

**49.10** 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. The contractor shall be bound to carry out the service 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 services. **(Clause 5.3.2 of GCC-2018 for Services)**

**50.0 VALUATION OF VARIATIONS:** The variation referred to in Sub-Clause 5.3.2 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 therefore shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause 5.3.2 above shall be paid for at the rates determined under Clause - 4.42.1 of these Conditions. **(Clause 5.3.3 of GCC-2018 for Services)**

**51.0 VARIATIONS IN QUANTITIES DURING EXECUTION OF SERVICE CONTRACTS (Clause 5.3.4 of GCC-2018 for Services)**

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of service contracts - Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required. **(Clause 5.3.4.1 of GCC-2018 for Services)**

**51.1** In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions: **(Clause 5.3.4.2 of GCC-2018 for Services)**

**51.2** Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade; **(Clause 5.3.4.2.a of GCC-2018 for Services)**

**51.3** 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; **(Clause 5.3.4.2.a.i of GCC-2018 for Services)**

**51.4** 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; **(Clause 5.3.4.2.a.ii of GCC-2018 for Services)**

**51.5** Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender. **(Clause 5.3.4.2.a.iii of GCC-2018 for Services)**

**51.6** The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value. **(Clause 5.3.4.2.b of GCC-2018 for Services)**

**51.7** Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager. **(Clause 5.3.4.2.c of GCC-2018 for Services)**

**51.8** In cases where decrease is involved during execution of contract : **(Clause 5.3.4.3 of GCC-2018 for Services)**

**51.8.1** The contract signing authority can decrease the items upto 25% of individual item without finance concurrence. **(Clause 5.3.4.3.a of GCC-2018 for Services)**

**51.8.2** For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities. **(Clause 5.3.4.3.b of GCC-2018 for Services)**

It should be certified that the work proposed to be reduced will not be required in the same work. **(Clause 5.3.4.3.c of GCC-2018 for Services)**

**51.9** 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 agreement value. **(Clause 5.3.4.4 of GCC-2018 for Services)**

**51.9.1** As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). **(Clause 5.3.4.5 of GCC-2018 for Services)**

**51.10** For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies. **(Clause .5.3.4.6 of GCC-2018 for Services)**

**51.11** For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager. **(Clause 5.3.4.7 of GCC-2018 for Services)**

**51.12** The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers). **(Clause 5.3.4.8 of GCC-2018 for Services)**

**52.0 CLAIMS (Clause .5.4 of GCC-2018 for Services): MONTHLY STATEMENT OF CLAIMS:** The Contractor shall prepare and furnish to the Manager once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider herself entitled to and of all extra or additional works ordered by the Manager which she has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars. **(Clause .5.4.1 of GCC-2018 for Services)**

**53.0 SIGNING OF "NO CLAIM" CERTIFICATE:** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after she shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof. **(Clause .5.4.2 of GCC-2018 for Services)**

**54.0 MEASUREMENTS (Clause 5.5 of GCC-2018 for Services)**

**54.1 Quantities in Schedule Annexed to Contract (Clause .5.5.1 of GCC-2018 for Services)**



The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the services and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of her obligations under the contract.

#### **54.2 Measurement of Services/ Works( Clauses 5.5.2 of GCC-2018 for Services);**

(a)Measurements shall be recorded on the basis of day to day records maintained by way of check list or any other methodology provided in the Bid documents.

(b)The Contractor shall be paid for the works/services at the rates in the accepted Schedule of Rates and for extra services at rates determined under Clause 4.42.1 of these Conditions on the measurements taken by the Manager or the Manager's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items, the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Manager shall be proper having regard to the progress of work. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Manager or the Manager's representative) recorded in the official measurements book as an acknowledgment of her acceptance of the accuracy of the measurements.

(c)Failing the Contractor's attendance, the service may be measured up in her absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not she shall have signed the measurement books provided always that any objection made by her to measurement shall be duly investigated and considered in the manner set out as following: It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Manager or the Manager's representative in the presence of the Contractor or in her absence after due notice has been given to her in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(d)If an objection raised by the Contractor is found by the Manager to be incorrect, then the Contractor shall be liable to pay the actual expenses incurred in measurements.

#### **55.0 PAYMENTS (Clause .5.6 of GCC-2018 for Services)**

##### **55.1 "ON-ACCOUNT" PAYMENTS (Clause .5.6.1 of GCC-2018 for Services)**

The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Manager she has executed in terms of the contract. All payments due on the Manager's or the Manager's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents provided always that the Manager may by any certificate make any correction or modification in any previous certificate which shall have been issued by her and that the Manager may withhold any certificate, if the services or any part thereof are not being carried out to her satisfaction.

**55.2 ROUNDING OFF AMOUNTS (Clause 5.6.2 of GCC-2018 for Services):** The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs. 1.

**55.3 ON ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT:** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory. **(Clause 5.6.3 of GCC-2018 for Services)**

**55.4 MANNER OF PAYMENT:** The payments would be released in the manner as specified by the Railway Board time to time. **(Clause 5.6.4 of GCC-2018 for Services)**

**55.5 Points to be ensured while Passing the Bills: for details refer (Clause 5.6.5A,b,c,d & e of GCC-2018 for Services)**

#### **56.0 PRICE VARIATION CLAUSE(PVC):**

**56.1 APPLICABILITY:** Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by Ministry of Railways through instruction/circulars issued from time to time and for long terms contracts, where delivery period extends beyond **18 MONTHS**. Materials supplied free of cost by Railways to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.(ref.Rule 225 General Financial Rules, 2017) **(Clause 5.7.1 of GCC-2018 for Services)**

#### **PVC Formula:**

Basic unit Rate of existing contract + Basic unit Rate of existing contract x {0.30 (Latest price of Diesel Per Litre - Price of Diesel Per Litre as on the Estimation of Proposed tender value + Price of Diesel Per Litre as on the Estimation of Proposed tender value)}.

\*The Diesel Price per Litre, prevailing at Bengaluru, as on the Estimation of Proposed tender value shall only be considered for making payment.

**\*\*LATEST PRICE OF DIESEL:** The unloading point may be any location of Indian Railways. Despite of this, the latest Diesel price per litre prevailing in Bengaluru on the date of LOADING becomes applicable.

**For the purpose of BILL PAYMENT, the PVC Formula applicable for this Tender is substantiated as under:**

Basic unit Rate of existing contract + Basic unit Rate of existing contract x {0.30 (\*\*Latest price of Diesel Per Litre - \*Price of Diesel Per Litre as on date of estimation of proposed tender value ) ÷ Price of Diesel Per Litre as on date of estimation of proposed tender value}.

**56.2 BASE MONTH:** The Base Month for PRICE VARIATION CLAUSE shall be taken as month of opening of bids including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of bid. The price variation shall be based on the average Price Index and minimum wages of the quarter under consideration. **(Clause 5.7.2 of GCC-2018 for Services).**

**56.3 VALIDITY:** Rates accepted by Railway administration shall hold good till completion of service contract period and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes / any other levies / tolls etc. except that

payment / recovery for overall market situation shall be made as per Price Variation Clause given hereunder: (Clause 5.7.3 of GCC-2018 for Services).

**56.4 ADJUSTMENT** for variation in prices of material, labour, fuel etc shall be determined in the manner prescribed (Clause 5.7.4 of GCC-2018 for Services).

**56.5 COMPONENTS** of various items in a contract on which variation in prices be admissible, shall be material, labour and Fuel and shall be taken based on their proportions in the estimate. However, for fixed components, no price variation shall be admissible. (Clause 5.7.5 of GCC-2018 for Services).

**56.6 PRICE VARIATION DURING EXTENDED PERIOD OF CONTRACT:** The price adjustment : either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 5.1 of GCC-2018 for Services. However, where extension of time has been granted due to contractor's failure under Clause 5.2 of GCC-2018 for Services, price adjustment shall be done as follows: (Clause 5.8 of GCC-2018 for Services).

**56.6.1** In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 5.1 of GCC-2018 for services, the Price Adjustment for the period of extension granted under Clause 5.2 of GCC-2018 for Services, shall be limited to the amount payable as per the indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 5.1 of GCC-2018 for Services; as the case may be. (Clause 5.8.1 of GCC-2018 for Services).

**56.6.2** In case the indices fall below the indices or minimum wages applicable to the last month of original / extended period of completion under Clause 5.1, as the case may be, then the lower indices or minimum wages as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 5.2 of the Standard General conditions of contract. (Clause 5.8.2 of GCC-2018 of Services)

**56.6.3 MAINTENANCE OF WORKS CONTEMPLATED IN THE SERVICES:** Service contracts may have an element of work included to provide services. In such cases the content of this para shall be applicable.

The contractor shall at all times during the progress and continuance of the service and also for the period of maintenance of works contemplated in the service specified, if any in the Bid Form after the date of passing of the certificate of completion by the Manager or any other earlier date subsequent to the completion of the work that may be fixed by the Manager be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the work and shall make good from time to time and at all times as often as the Manager shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the work, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence of insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled there to whenever required by the Manager so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the contractor or of her failure in any respect. (Clause 5.9 of GCC-2018 for Service).

**57.0 CERTIFICATE OF COMPLETION OF WORKS CONTEMPLATED IN SERVICE:** As soon as in the opinion of the Manager, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager 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, if applicable, shall commence from the date of completion mentioned in such certificate. The Manager 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 Manager 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, if any shall commence from the date of completion mentioned in the completion certificate issued for that part of the work (Clause 5.9.1 of GCC-2018 for Service).

**57.1 MAINTENANCE CERTIFICATE and APPROVAL ONLY BY MAINTENANCE CERTIFICATE:** Ref: Clause 5.9.2 & 5.9.4 of GCC-2018-Service.

**57.2 CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE:** The Certificate of Completion in respect of the works referred to in Sub-Clause 5.9.1 of this Clause shall not absolve the Contractor from her liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the Bid arising in the opinion of the Manager from materials or quality of workers not in accordance with the drawings or specifications or instructions of the Manager; which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Manager be mended and made good by the Contractor at her own cost; and in case of default on the part of Contractor, the Manager may employ labour and materials or appoint another Contractor to a mend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to her under the contract. (Clause 5.9.3 of GCC-2018 for Service).

**57.3 CERTIFICATE OF COMPLETION OF SERVICES:** As soon as in the opinion of the Manager, the service has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion. The Manager may also issue such a certificate indicating date of completion with respect to any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Manager. When any such certificate is given in respect of part of a service, such part shall be considered as completed. (Clause 5.10/GCC-2018/ Service).

**57.4 APPROVAL ONLY BY COMPLETION CERTIFICATE:** No certificate other than completion certificate referred to in Clause 5.10 of the Conditions shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager. (Clause 5.10.1 of GCC-2018 for Service).

**57.5 CESSATION OF RAILWAY'S LIABILITY:** The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works/ services unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Completion Certificate for service/ Maintenance Certificate for works contemplated in service, as the case may be under this clause. (Clause 5.11 of GCC-2018 for Service).

**57.6 UNFULFILLED OBLIGATIONS:** Notwithstanding the issue of Completion Certificate for service / Maintenance Certificate for works contemplated in service as the case may be the Contractor and (subject to Clause 5.11) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Completion Certificate for service/ Maintenance Certificate for works contemplated in service which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto. (Clause 5.12 of GCC-2018 for Service).

**58.0 FINAL PAYMENT:** On the Manager's certificate of completion in respect of the services, adjustment shall be made and the balance of account based on the Manager or the Manager's representative's certified measurements of the total quantity of service executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 4.42.1 of these Conditions shall be paid to the Contractor, subject always to any deduction which may be made under these presents, and further subject to the Contractor having delivered to the Manager either a full account in detail of all claims she may have on the Railway in respect of the works or having delivered "No Claim Certificate" and the Manager having after the receipt of such account given a certificate in

writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by her since their completion and found to be in good and substantial order; that all properties, works and things, removed, disturbed or injured in consequence of the services have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the services, have been satisfied agreeably and in conformity with the contract. (Clause 5.13 of GCC-2018 for Services).

**58.1 POST PAYMENT AUDIT:** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and / or technical examination of the works / services and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to her, if as a result of such examination any over-payment to her is discovered to have been made in respect of any services done or alleged to have been done by her under the contract. (Clause 5.13.1 of GCC-2018 for Service).

**58.2 PRODUCTION OF VOUCHERS ETC. BY THE CONTRACTOR:** For a contract of more than Rs 2 crore, the contractor shall, whenever required, produce or cause to be produced for examination by the Manager any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Manager on the question of relevancy of any documents, information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc., if required to prove to the Manager, that materials supplied by her, are in accordance with the specifications laid down in the contract. (Clause 5.13.2 of GCC-2018 for Service).

If any portion of the service in a contract of value more than Rs 2 crore be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 4.5 of the General Conditions of Contract), the Manager shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the contractor; and such books shall be open to her inspection. (Clause 5.13.3 of GCC-2018 for Service).

The obligations imposed by Sub Clause 5.13.2 & 5.13.2 of GCC-2018 for Services, is without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor. (Clause 5.13.4 of GCC-2018 for Service).

**59. SIGNATURE ON RECEIPTS FOR AMOUNTS:** Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse. (Clause 5.13.5 of GCC-2018 for Service).

**60.0 LABOUR LAWS AND RELATED OBLIGATIONS, including the sub-clauses:** as detailed under Clause No.6.1 to 6.17 of GCC-2018 for Services), wherever necessary shall become applicable.

95.0 DETERMINATION OF CONTRACT including sub-clauses: as detailed under Clause No.7.1 to 7.5.3 of GCC-2018 for Services.

96.0 SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES, including sub-clauses: as detailed under Clause No.8.1 to 8.4.7 of GCC-2018 for Services.

SPECIAL NOTE: THE BIDDERS ARE ADVISED TO REFER GCC-2018 FOR SERVICES ON [www.rwf.indianrailways.gov.in](http://www.rwf.indianrailways.gov.in)>>Tender Information>>GCC SERVICES 2018 for clarity and better understanding of various clauses.

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**RAIL WHEEL FACTORY**  
**INDIAN RAILWAYS, GOVERNMENT OF INDIA,**  
**OFFICE OF THE PRINCIPAL CHIEF MATERIALS MANAGER,**  
**YELAHANKA, BENGALURU-560064**

**PART-III: SPECIAL CONDITIONS**

**1.0 Special Conditions of Contract(SCC)** means Special Conditions that override the General Conditions if and to the extent of the conflict between the two; (Page xviii of Manual for Procurement of Non-Consultancy Services, 2025)

**2.0 APPLICABILITY OF RULES:** These Special Conditions shall be read in conjunction with the terms and conditions incorporated in this tender and General Conditions of Contract (GCC), including the Advance Correction Slips(ACS) issued upto the date of Closing of this tender. Should there be any conflict between the GCC & ACS and that of the Provisions of the Special Conditions hereof, the import of Special Conditions shall prevail.

**3.0 SCOPE OF WORK AND OTHER COMPLEMENTARY FACTORS :**

**SCOPE OF WORK:** Carriage of condemned wheelsets from various locations of Indian Railways to Rail Wheel Factory, Yelahanka, Bengaluru, Karnataka – 560064 by road. Loading and unloading by Railways is free of cost. Note: Mandatory documents should be submitted in compliance with the Bid Security Condition, Power of Attorney, IBA Certification, Annexure XVIII, and an undertaking letter stating that all documents submitted by the bidder along with the bid and the uploaded declaration format are true. Non-submission of the required documents/annexures in support of the above may result in rejection of bids.

**DISTANCE SLAB:** above 500 km and up to a lead distance of 1000 km

**Approximate QUANTITY in Metric Tonnes: 1300MT (One Thousand Three Hundred Metric Tonnes only)**

**NOTE: (1)** The pincode to pincode distance as available on [www.ewaybillgst.gov.in](http://www.ewaybillgst.gov.in); which is being regulated, maintained, managed and owned by Government of India, shall be considered for freight admissibility.

**(2)** GST@5% is applicable for Carriage of Railway Material(Freight Charge).



**4.0 INTEGRATED MATERIAL CARRIAGE SYSTEM:** The Contractors shall transport the Railway material in combination of the following, which shall be advised through letter of Acceptance. Accordingly, authorizations shall be made to that effect, by the Railway authorities concerned:

DISTANCE SLAB: 0-500 Kms(Lead distance)	DISTANCE SLAB: Above 500Kms to 1000Kms (Lead distance)	DISTANCE SLAB: Above 1000Kms with a mean distance of 2500Kms.
Condemned Wheels, Axles (including critical consumables required for production)	Condemned Wheels, Axles (including critical consumables required for production)	Condemned Wheels, Axles (including critical consumables required for production)

#### 5.0 QUANTITY :

5.1 The quantity indicated is only approximate and that there is no guarantee for the quantity tendered. The successful tenderer shall transport the full quantity of Railway material handed over to them/loaded on to the vehicle, irrespective of the loading and unloading locations/points, subject to the availability of material within the contract period.

5.2 RWF Administration reserves the right to increase the tendered quantity by +125% and upto 150% of contract quantity on the same terms and conditions, as per the requirement. The rates applicable shall be (a)98% of original All Inclusive Rate for quantity beyond 125% and upto 140% of contract quantity, and (b)96% of original All Inclusive Rate for quantity beyond 140% and upto 150% of contract quantity.

5.3 RWF Administration reserves the right to reject/accept any or all or split the tender as deemed fit in the interest of the administration without assigning any reasons whatsoever.

5.4 RWF Administration reserves the right to cancel or reduce(by & upto 25% of original tendered/ contract quantity) the quantity without assigning any reasons for such action.

5.5 Payment shall be made only for the actual quantities executed and distance covered.

5.6 LOA/Agreement shall be issued with the derived Basic Unit rate per MT per Km (upto TWO decimals without any rounding off), which is derived from the quoted All Inclusive Rate for tendered quantity, considering the prevailing rate of GST at the time of tender opening and applicable distance in Kms:

5.7 Derivation Formula:  $\text{TOTAL BID VALUE} / \text{TOTAL BID QUANTITY} / \text{Lead or Mean DISTANCE} / 105 \times 100 = \text{Basic Unit Rate per MT per Km.}$

**6.0 CURRENCY OF THE CONTRACT:** The currency of the contract shall be for a period of 24(Twenty Four) Months from the date of Issue of Letter of Acceptance. On completion of original contract period of 24(Twenty Four) months, Railway reserves the right to extend the currency of the contract as per requirement.

**7.0** The tenderer/contractor shall submit a declaration that they will arrange for deployment of vehicle (Lorry/Truck/Trailers) as and when demanded by RWF administration, within 48Hrs/72Hrs(for Finished/Scrap items resp.) as the case may be.

**8.0 SUPERVISION AND CO-ORDINATION BY CONTRACTOR:** The Transporter/his authorized representative shall supervise and co-ordinate with the Railway authorities, for proper loading of Railway items at Rail Wheel Factory, Yelahanka, Bengaluru-560064/at other Railway locations, and carriage of Railway material upto the designated locations of Railways, by Road, as per the contractual terms and conditions.

**8.1 DEPLOYMENT OF ROAD WORTHY VEHICLE WITH SKILLED CREW:** The Transporter shall provide/ DEPLOY transport vehicles – roadworthy in all respects, alongwith skilled crew, required for efficiently performing the whole work under this tender/contract, as and when demanded by the Railway authority concerned.

**8.2 DEPLOYMENT OF VEHICLES FOR CARRIAGE OF WHEELSETS:** (1) Deployment of Flat-metal-bed Trailer with a capacity to hold/sustain a load of 18-19 Wheelsets/Trailer, is mandatory for the execution of the work, associated with the carriage of Finished Wheelsets, from RWF to various Railway Consignees. This involves loading & securing of Finished Wheelsets on to the metal-bed of the Trailer, duly welding with M.S Angles and Cleats, by Railway administration at FREE OF COST, to ensure overall safety while on/off the road. The tenderer shall visit RWF for better understanding of the trailer requirement(including loading & Securing process) of Railways. (2)The contractors shall also provide Trailers for carriage of condemned wheelsets from various units of other Railways to Rail Wheel Factory, Bengaluru-560064; by road,

#### 8.3 TIMELY DEPLOYMENT OF TRUCKS AND PENALTY FOR THE DELAY:

**(i)For FINISHED WHEELS, AXLES & WHEELSETS:** The trucks which have All India Permit shall to be deployed and should be readily available and supplied/deployed on demand within 48 Hours from the time of intimation for the demanded quantity of vehicles from the Demanding officer, failing which a penalty of **Rs.3,000-00(Rupees THREE Thousand Only) per day / per truck;** shall be levied and recovered from the Contractor's bills for delay in supply deployment of trucks as demanded.

**(ii)For STEEL SCRAP ITEMS(HMS/LMS):** The trucks which have All India Permit shall to be deployed and should be readily available and supplied/deployed on demand within 72 Hours from the time of intimation for the demanded quantity of vehicles, from the Demanding officer or as communicated by the Zonal Railways/PU authorities concerned or as notified by Deputy Chief Materials Manager/General Stores Depot/RWF/YNK/Bengaluru-560064, failing which a penalty of **Rs.3,000-00 (Rupees THREE Thousand Only) per day/ per truck;** shall be levied and recovered from the Contractor's bills for delay in supply/deployment of trucks as demanded.

**8.4 NON DEPLOYMENT OF VEHICLE AND ENCASHMENT OF BANK GUARANTEE SUBMITTED TOWARDS PERFORMANCE GUARANTEE:** Irrespective of the seasons, the festive time, slack business or whatsoever reasons thereof, having accepted the contract, it shall be mandatory obligation on the part of the contractor to deploy the vehicles as demanded by the Schedule authorizing authority of Railways. Non-deployment attracts Show Cause Notice and that after 3<sup>rd</sup> instance of failure to comply with the authorisations and issue of Show Cause Notice, this Railway administration reserves the right to encash the Bank Guarantees submitted by the contractor, without any reference, certain.

**8.5 ENTRY, DETENTION AND EXIT TIME FOR VEHICLE:** The trucks deployed shall enter RWF for loading by 10:00 Hrs in the Morning. The trucks so entered shall be loaded and sent out before 06.00 hours of the next day. In case the trucks are not loaded or not released on the next day of 06.00 Hours by RWF administration, Detention Charge of **Rs.2000-00(Rupees TWO THOUSAND only) per day** per truck shall be payable to the transporter.

For trucks entering RWF after 10:00 Hrs, Detention Charges are not payable in case the trucks are not released before 06.00 hours of the day after the next day. However, Detention Charges at the above mentioned rates shall be payable in case the trucks are not released even on

the 06.00 hours of the day after the next day. The Demanding Officer shall maintain proper records for the same. Fortnightly report on execution/performance status shall be submitted to Chief Materials Manager-G/Stores department/Rail Wheel Factory, without fail. The Contractors are not entitled to any claim or compensation in respect of any detention to their vehicles inside the **premises of RWF due to any unforeseen circumstances and or causes beyond the control of administration.**

#### **9.0 DEMANDING OFFICIAL, COMMUNICATION OF DEMAND, PAYMENT & OTHERS:**

##### **9.1 FINISHED WHEELS AND AXLES DESTINED FOR USE BY RAILWAYS:**

**DIRECT DEMANDING OFFICER :** DEPUTY CHIEF MECHANICAL ENGINEER/Planning, MECHANICAL DEPARTMENT, ADMINISTRATIVE BUILDING, RAIL WHEEL FACTORY, YELAHANKA, BENGALURU-560064, KARNATAKA, INDIA

##### **9.2 CO-ORDINATOR FOR FINISHED WHEELS & AXLES including authorization:**

SENIOR SECTION ENGINEER, PCO/MECHANICAL DEPARTMENT, ADMINISTRATIVE BUILDING, RAIL WHEEL FACTORY, YELAHANKA, BENGALURU-560064, KARNATAKA, INDIA

##### **9.3 ACCOUNTING & BILL PROCESSING AUTHORITY for FINISHED WHEELS and AXLES:**

SSE/Wheel Shop and SSE/Axle Shop or any other official of Mechanical department, as decided by Dy.CME/Plg or any other officers of Mechanical department.

#### **10.0 FINISHED WHEELSETS DESTINED FOR USE BY RAILWAYS:**

DIRECT DEMANDING OFFICER : Dy. CHIEF MATERIALS MANAGER-D/RWF,

##### **10.1 CO-ORDINATOR FOR FINISHED WHEELSETS including issue of authorization:**

CDMS/C&F or any depot official nominated by Dy. CMM/D

2.2 ACCOUNTING & BILL PROCESSING AUTHORITY : CDMS/C&F or any depot official nominated by Dy. CMM/D

##### **10.2 WTA STEEL SCRAP ITEMS: DIRECT DEMANDING OFFICER:**

DEPUTY CHIEF MATERIALS MANAGER/D, GENERAL STORES DEPOT, RAIL WHEEL FACTORY, INDIAN RAILWAYS, YELAHANKA, BENGALURU-560064

##### **10.3 Issue of AUTHORISATION, ACCOUNTING & BILL PROCESSING: AMM/ CDMS/DMS : nominated by Dy.CMM/D**

**11.0 ADDRESS FOR TENDERS/LOA/CONTRACT AGREEMENTS & RELATED SUBJECTS/ CORRESPONDENCE with respect to all FINISHED PRODUCTS and WTA Steel Scrap items :**

DEPUTY CHIEF MATERIALS MANAGER/G, OFFICE OF THE PRINCIPAL CHIEF MATERIALS MANAGER(PCMM), STORES DEPARTMENT, 2<sup>nd</sup> FLOOR, ADMINISTRATIVE BUILDING, RAIL WHEEL FACTORY, YELAHANKA, BENGALURU-560064, KARNATAKA, INDIA

##### **12.0 ADDRESS FOR FINANCIAL TRANSACTIONS: PAYMENT, GST, BANK GUARANTEE, DEMAND DRAFT etc.,:**

PRINCIPAL FINANCIAL ADVISER, ADMINISTRATIVE BUILDING, STORES DEPARTMENT, RAIL WHEEL FACTORY, YELAHANKA, BENGALURU-560064, KARNATAKA, INDIA

##### **13.0 ACCOUNT DETAILS OF PFA/RWF FOR SUBMISSION OF BANK GUARANTEE Beneficiary's NAME: Please refer uploaded document.**

##### **14.0 Associated webportals:**

**WEB ADDRESS:** [www.rwf.indianrailways.gov.in](http://www.rwf.indianrailways.gov.in)

**WEB MAIL ID:** [mmd@rwf.railnet.gov.in](mailto:mmd@rwf.railnet.gov.in)

**WEB SITE FOR e-TENDER:** [www.ireps.gov.in](http://www.ireps.gov.in)

**15.0 FOR THE PURPOSE OF INTIMATION OF DEMAND BY THE DEMANDING OFFICER CONCERNED, THE CONTRACTOR SHALL PROVIDE FOLLOWING DETAILS:(1)Contact persons and their mobile Nos:(2)Fax No & landline Nos: (3)E-mail ID.**

**16.0 APPLICABILITY OF PRICE VARIATION AND PAYMENT:** Price variation in freight rates will be allowed during the tenure of the contract due to the DIESEL price increase/decrease. For Price Variation Calculation, the ruling Diesel price in Bengaluru City on the date of estimation of proposed tender value will be considered. Any increase/decrease on account of the above shall be applicable for loading done on or after the escalation in diesel price. The price variation clause is applicable for tenders and having completion period **beyond 18(eighteen) months.**

**16.1 The Diesel Price per Litre, prevailing at Bengaluru, on the date of estimation of proposed tender value shall only be considered for making payment.**

**16.2 Latest price of Diesel:** The unloading point may be any location of Indian Railways. Despite of this, the latest Diesel price per litre prevailing in Bengaluru on the date of LOADING becomes applicable.

**16.3 For the purpose of bill payment, the following PVC Formula is applicable:**

Basic unit Rate of existing contract + Basic unit Rate of existing contract x {0.30 (Latest price of Diesel Per Litre - Price of Diesel Per Litre as on estimation of tender) ÷ Price of Diesel Per Litre as on estimation of tender }.

**17.0 TRANSHIPMENT:** Under normal circumstance, TRANSHIPMENT IS NOT PERMITTED. In the event of accident/ eventuality and other unforeseen valid conditions/reasons/ circumstances/constraints etc, which requires transshipment en-route, approval from RWF Administration will be obtained before transshipment is carried out. The Contractor and his personnel shall at all times during the continuance of the contract shall abide by all the orders and directions of the Government and of all Officers and personnel acting under its orders.

**18.0 RECKONING OF THE DISTANCE & FREIGHT ADMISSIBILITY:** Freight payment will be made for the distance covered in Kilometer. The distance in Kilometer, between two places i.e., RWF & other Railway units, for freight payment, will be determined based on: PINCODE TO PINCODE DISTANCE RECKONING SYSTEM, as available on [www.ewaybillgst.gov.in](http://www.ewaybillgst.gov.in) web portal, which is being maintained, regulated, owned and administered by Government of India.

#### **19.0 RISK AND COST :**

**19.1 TRANSITION RISK:** The material is required to be transported on carrier's risk. To cover the transit risk of Railway's material/items handed over to the them, the contractor/transporter shall take all measures deemed appropriate, unconditionally.

**19.2 RISK WITH RESPECT TO MEN, MACHINERY & MATERIAL:** In order to contain and indemnify any risk arising out of loss/damage to life, machinery and property, during the process of transportation of Railway's Finished Products, the contractor shall take all measures deemed appropriate, unconditionally.

**19.3 RISK OWING TO NON-PERFORMANCE BY THE CONTRACTOR:** In case of any failure/ violation/ negligence/refusal on the part of the contractor to execute the contract work, if any – as per contractual terms provided herein, RWF reserves the right to employ other means of transport and charge against the contractor the difference in rate (if any) paid by the administration.

**19.4 RISK MANAGEMENT THROUGH INSURANCE COVERAGE:** The contractor shall be responsible for providing Insurance coverage for the value of the consignment. The Insurance premium should be borne by the Contractor.

**19.5 RISK TRANSFER :** Once the material is accepted for transportation by the Contractor, it will be deemed to have been handed over by the consignor after appropriate quantity weighment and with correct description of material, **in good condition / appropriate condition (in case of steel scrap items)**, unless the Contractor points out any defects whatsoever at the time of taking delivery from the consignor at the loading point. The consignment will be weighed at RWF/YNK.

**19.6 RECOVERY DUE TO LOSS/DAMAGE CAUSED TO THE RAILWAY MATERIAL :** In case of **disappearance/theft of the vehicle loaded with Railway Products/material, while in-transit, the cost of the material shall be recovered from the bills of the contractor. The decision on the recovery by the officer-in-charge is final and binding on the contractor.**

## **20.0 WEIGHTMENT (WEIGHMENT OF CONSIGNMENT):**

### **20.1 Finished Wheels & Axles:**

(1) The weighment shall be done before and after loading of Railway material, mandatorily. A detailed description of the material loaded on the truck with quantity/number of pieces involved therein should be indicated in the LR.

(2) If the weight recorded at RWF is higher than the weight recorded in LR, then, the recorded weight in LR will be considered for making payment.

(3) If the receipt quantity is less than the Invoice quantity, shortage will be booked on Contractor's account and recovery will be made at specified rates after considering the number of pieces specified in INVOICE/LR/RAILWAY DOCUMENT concerned. If the quantity recorded at RWF in Nos. is less than the quantity recorded in LR, then, the number of pieces of Railway material as indicated in the LR will be counted and if found equal, then the payment will be arranged accordingly. In such an event, it is the duty of the transporter to clearly get the description of the item mentioned in the LR loaded into the trucks. If there is a difference in description of the material and recorded quantity at RWF is less, then payment will be made only as per the recorded quantity at RWF and the cost of difference in quantity will be recovered from the transporter's bill.

(4) it is the duty of the transporter to clearly get the description of the item mentioned in the LR loaded into the trailers/trucks/lorries. If there is a difference in description of the material and the recorded weight at RWF is less, then, payment will be made only as per the recorded weight at RWF and the cost of difference in weight will be recovered from the transporter's bill. The Recovery will be made as per the prevailing material rate issued by RWF from time to time OR the Book Average Rate, whichever is higher at the time of receipt of material.

**NOTE:** The authorities concerned shall maintain records for all authorisations made, executed quantity and the balance quantity, including the delayed period involved in deployment of vehicles, Details regarding retention of vehicles and submit a report to CMM/G and Dy.CMM/G on fortnightly basis, mandatorily. The contractor shall deploy the vehicle on receipt of valid Authorisation document duly signed by an appropriate authority, duly communicated/forwarded through any of the electronic modes or in person.

### **20.2 FINISHED WHEELSETS:**

The Finished Wheelsets shall be transported in Trailers, which generally exceeds the dimension of Railway's Road Weigh Bridge. Therefore, the payment shall be made in Metric Tonnes which shall be equivalent to the quantity indicated in the Invoice in Units of SETs.

**NOTE:** The authorities concerned shall maintain records for all authorisations made, executed quantity and the balance quantity, including the delayed period involved in deployment of vehicles, Details regarding detention of vehicles and submit a report to CMM/G and Dy.CMM/G on fortnightly basis, mandatorily. The contractor shall deploy the vehicle on receipt of valid Authorisation document duly signed by an appropriate authority, duly communicated/forwarded through any of the electronic modes or in person.

**20.3 WEIGHMENT OF CONSIGNMENT of condemned Railway material:** The contractor shall take appropriate measures to deliver only the Condemned/scrap steel items without any attachments of mud, rubble, debris, forage, plastics, rubber components and others. In the event of non-compliance of this instruction, recovery shall be made towards transportation and delivery of mud, rubble, debris, forage, plastic, rubber components and others, without any reference. No appeal shall be accepted against the non-compliance of the above, under any circumstance. Payment shall be made only for the actual quantities of Railway material delivered (without the non-ferrous items indicated above) and actual distance covered.

(1) The weighment shall be done before and after loading of Railway material, mandatorily. A detailed description of the material loaded on the truck with quantity/number of pieces involved therein should be indicated in the LR.

(2) The consignment, on arrival, will be weighed at RWF.

(3) The Actual weight of quantity received at RWF or the Invoiced/LR Weight, whichever is lower, shall be reckoned for arranging freight payment by RWF.

(4) If the receipt quantity is less than Invoice quantity, excluding weigh bridge tolerance, shortage will be booked on Contractor's account and recovery will be made at specified rates after considering the number of pieces specified in INVOICE/LR/RAILWAY DOCUMENT concerned. If the weight recorded at RWF is less than the weight recorded in LR, then, the number of pieces of condemned materials as indicated in the LR will be counted and if found equal, then the payment will be arranged as per the weight recorded in LR. In such an event, it is the duty of the transporter to clearly get the description of the item mentioned in the LR loaded into the trucks. If there is a difference in description of the material and recorded weight at RWF is less, then payment will be made only as per the recorded weight at RWF and the cost of difference in weight will be recovered from the transporter's bill (Excluding weigh bridge tolerance).

### **20.4 WEIGHTMENT:For Condemned Railway Material Dispatched on ACTUAL WEIGHTMENT Basis:**

(1) If the Weight recorded at RWF/YNK is higher than the weight recorded in LR, then, the recorded weight in LR will be considered for making payment.

(2) it is the responsibility and duty of the transporter to clearly get the description of the item mentioned in the LR loaded into the trailers/trucks/lorries. If there is a difference in description of the material and the recorded weight at RWF is less, then, payment will be made only as per the recorded weight at RWF and the cost of difference in weight will be recovered from the transporter's bill. The Recovery will be made as per the prevailing material rate issued by RWF from time to time OR the **Book Average Rate**, whichever is higher at the time of receipt of material.

### **20.5 PRIVATE ROAD WEIGH BRIDGE/DHARMA KANTA:**

In event of un-availability of weighment facilities at the end of Consignor Railways, the Gross Weight and Tare weight shall be arranged to be taken at the Private Road Weigh Bridge/Dharma Kanta, in the presence of witnessing official and the Representative of the designated Transport contractor. The Weighment details shall be clearly recorded by the Railway official/s concerned, in the accompanying delivery documents.

#### **20.6 WEIGHMENT AT RWF ROAD WEIGH BRIDGE:**

(1) The Tare Weight of the empty truck before placing for loading at the consignor's end and the Gross Weight of the truck after loading at the Consignor's end shall be Witnessed by the delivering officials. Marked Tare Weight of the truck OR assumed Gross weight on the basis of Number of pieces OR lot quantity shall not be considered. The Nett Weight as arrived at after Weighment shall be invoiced Weight OR the sale issue note quantity/weight.

(2) Upon receipt of the consignment at RWF, it shall be the endeavor of the transporter OR his representative to ensure that the truck is Weighed for Gross Weight at the Road Weigh Bridge of RWF in the presence of the CDMS/RB-II OR his/her representative and then get the material unloaded in the location as advised by the CDMS/RB-II. Upon completion of the unloading the empty truck shall again be accompanied by the CDMS/RB-II OR his/her representative to the Road Weigh Bridge and the Net weight shall be taken in their presence. The transporter OR his representative OR the Driver of the truck shall represent the transporter's end.

(3) The Net Weight as arrived at the RWF Road Weigh Bridge shall be final and binding. A tolerance of (-)10Kgs only shall be permitted, irrespective of the quantity carried in Truck, being the least count of the 100 MT Road Weigh Bridge at RWF. If any difference between the invoiced weight and the weight received at RWF beyond the permissible limit of (-)10Kgs is found, then the cost of the material short received will be recovered at the All Inclusive Unit Rate of the Purchase Order or Book Average Rate, whichever is higher. In case the weight recorded at RWF Weigh Bridge is more than the invoiced/sale issue note weight of Zonal Railways/Production Units, Transportation cost will be paid as per the Weight recorded in the invoice/sale issue note of Zonal Railways/Production Units and not on the basis of the weight recorded at RWF.

#### **20.7 WEIGHMENT OF SCRAP CUT RAILS: SHALL BE AS PER JOINT PROCEDURE ORDER FOR RECEIPT AND ACCOUNTAL OF SCRAP RAIL:**

**(a) For Material Dispatched on ACTUAL WEIGHTMENT Basis:** Actual weight of quantity received at RWF or the Invoiced/LR Weight, whichever is lower, shall be reckoned for arranging freight payment by RWF. If the receipt quantity is less than Invoice quantity, excluding weigh bridge tolerance, shortage will be booked on Contractor's account and recovery will be made at specified rates.

#### **(b) For Material Dispatched on RUNNING METER LENGTH basis:**

(i) If Actual Net Weight of quantity received at RWF is MORE than the Invoiced /LR(Lorry Receipt) Weight(calculated based on class of rails(60Kg, 52 Kg & 90R etc) mentioned in challan/Sale Issue Note & corresponding Kg/Metre, conversion rate) then Invoiced quantity shall be considered for accountal and payment of Freight.

(ii) If Actual Net Weight of quantity received at RWF is LESS than the Invoiced/LR weight: Standard Cutting loss Weight @0.131% of Invoiced Weight shall be added to the actual Net Quantity received.

**(a)** If the resultant quantity after addition of cutting weight loss is MORE than the Invoiced/LR Weight, then the INVOICED/LR WEIGHT shall be reckoned for arranging accountal of material and Freight payment.

**(b)** If the resultant quantity after addition of cutting weight loss is LESS than the Invoiced/LR Weight, then RWF's NETT WEIGHT shall be reckoned for arranging accountal of material and Freight payment.

Shortage of material will be booked on Contractor's account & recovery will be made at an All Inclusive Rate of RWF Purchase Order of Receipt material.

#### **OTHER DETAILS AS PER THE JPO.**

#### **21.0 TRAFFIC REGULATIONS, REQUIREMENTS AND COMPLIANCE:**

1. It is the responsibility of the Contractor to provide at his cost, the required Personnel for running the vehicles and also the Contractor shall ensure providing of vehicles of suitable dimension/size/capacity and quality, duly complying with the Government regulations, while ensuring safe transportation and delivery of consignment at the destination.

2. All the road permits and licenses or any other relevant authorisation from Competent Authority as required for running/movement of the vehicle/s shall be obtained by the contractor as per Indian Motor Vehicle Act, at his own cost. RWF will not take any responsibility for any complications arising out of such contingencies. Any such contingencies arising in this respect are entirely the Contractor's responsibility. The Contractor will be solely responsible for any mishap such as accident, fire etc. en- route and consequences thereof, including legal consequences, if any. The Contractor shall be responsible for delivery in good condition, of the consignments booked through them.

**22.0 PRODUCTION OF BLUE BOOK:** The contractor shall produce or cause to be produced the BLUE BOOK for the vehicle to be deployed/used by him at the loading points before loading the materials.

#### **23.0 SAFETY REGULATIONS, REQUIREMENTS AND COMPLIANCE:**

>>Security and safety regulations of RWF as well as that of other Railway Workshops/Units or designated place/state/district of consignee/consignor, as applicable, should be observed strictly. Ignorance of such regulation will not be accepted as an excuse.

>>In the event of award of contract, safety of all men and equipment of the contractor shall be his own responsibility and for these purposes he will keep close watch on all movements/operations etc., associated with dispatch/transportation. In case of any loss/damage occurring to the contractor/his men/machinery, the Railway shall not be responsible. All claims placed on this account will be on the contractor's risk and cost.

>>The contractor shall also take all due care for protecting the consignment from rain, theft and other unforeseen incidences, and shall be responsible for their safety while under their possession. The contractor shall provide cover for the consignment in the vehicle, wherever necessary, at his own cost.

>>Carriage of Non-Railway material alongwith the Railway material shall not be carried out by the contractor. Any act of contravention of this rule will result in imposition of penalty or imprisonment or both, as the case may be, as per the extant rules.

**24.0 TRANSIT PERIOD AND PENALTY :**The Railway material should be transported and unloaded at the Railway's destination specified, within 15(Fifteen) days from the last date of loading, failing which, a Penalty of 1/2% (Half a percent) for each week or part of the week, on **TOTAL FREIGHT CHARGES per TRIP** will be levied and recovered from the contractor's bill for the delayed period.



**24.1 COMPUTATION OF DELAY IN DELIVERY OF THE CONSIGNMENT:** If the last date of loading is 01.01.2015, then free time for delivery of the consignment is 1+15=16.01.2015. Penalty will accrue for the delay from 17.01.2015 onwards.

**25.0. VITIATION CLAUSE:**(RB's Ltr No.2017/Trans/01/Policy/dated:08.02.2018:reg.Process-reforms-Works contracts)

In the event of vitiation occurring due to increase or decrease in quantities, the vitiation shall be to Tenderer's Account. The total value of the work done shall be calculated at the rate offered by those tenderers who have participated in the tender and the amount payable shall be limited to the lowest aggregate value as worked out. In partial modification of existing instructions, it has been decided that as a result of variations, contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded:

Sl No.	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less than Rs.50 lakh)	10%
2	Other than small Value contracts (Tender Value equal to or more than Rs.50 lakh)	5 %

When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken. The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

#### 25.1 THE ABOVE SHALL BE REGULATED AS UNDER:

- The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter No.2007/CE. I/CT/18/Pt. XII dated 31.12.2010 hereby gets superseded.
- These instructions will be similarly applicable to earning contracts with H-1, H-2 substituted for L-1, L- 2 and so on.
- Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiation should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.
- Vitiation should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender closing and subsequent changes/ additions by way of new items will not be counted for computing Vitiation.

**26.0 CURRENT PANEL OF IBA :** The tenderer shall be on the current panel of IBA (Indian Banks' Association) recommended list, mandatorily and proof for the same must accompany the offer. Tenderer shall ensure that IBA recommendation is renewed periodically and is valid throughout the currency of the contract.

**FIVE NUMBERS OF TRUCKS/LORRIES/TRAILERS WITH NATIONAL PERMIT:** Tenderer should possess at least 5(Five) numbers of lorries/trucks/trailers etc., with National Permit. The tenderer must submit attested copies of registration certificates, National Permits of these 5(Five) lorries/trucks/trailers etc. The Railway reserves the right to get the documents verified on its own. The Railway also reserves the right to consider the firm's performance available with RWF for assessment of their capacity to fulfill the eligibility criteria.

**27.0 INDEMNITY BOND:** The successful tenderer shall execute Indemnity Bond for 10%(TEN PERCENT) of the cost of material, on non-judicial stamp paper, before the commencement of work, which shall be communicated through Letter of Acceptance. **(ANNEXURE-G)**

**28.0 MODE OF PAYMENT:** All Payments will be made through EFT (Electronic Fund Transfer): The tenderer shall furnish the required details towards this as per the format enclosed as **ANNEXURE-A**.

100% payment will be made on monthly basis for the material transported during that period against acknowledgment from the consignee for having delivered the material. The transporter shall submit pre-receipted bills in standard format together with acknowledgment, copies of Lorry Receipts(LR) from consignee in original for having received the consignment, to the BILL PASSING AUTHORITIES OF MECHANICAL(for Finished Wheels & Axles) AND STORES DEPARTMENT(for Finished Wheelsets, Rail Wheel Factory, Yelahanka, Bengaluru-560064 . The contractors can also opt for receipt of payment through Domestic Letter of Credit.

#### 29.0 MICRO and SMALL ENTERPRISES : PUBLIC PROCUREMENT POLICY :2012

a) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the following benefits under the policy. b) This Policy provides preferential procurement of goods produced and services rendered by MSEs. Traders, distributors, sole agents, and works Contracts are excluded from the policy's purview.

i) In case of an upward change in terms of investment in plant and machinery, or equipment or turnover or both, and consequent re-classification, an re-classification, for a period of three years from the date of such upward change.

Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.

ii) MSEs would be treated as owned by SC/ ST or Women entrepreneurs:

- In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;
- In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty-one per cent) shares in the unit;

3). In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.  
**(Page 9 of Manual for Procurement of Non-Consultancy Services, 2025)**

### 29.1 Facilities for MSEs:

a) **Reduced Transaction Costs:** To reduce the transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposits, and adopting e-procurement to bring transparency in the tender process. However, exemption from paying Performance Bank Guarantee/ Security Deposit is not covered under the policy.

b) **Relaxation in Prior Turnover and Experience:** The Procuring Entity may relax the condition of prior turnover and prior experience for start-up enterprises recognised by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc.) where adequate justification exists for the Procuring Entity not to relax such criteria.

### 29.2 Purchase Preference:

a) Under the amended Public Procurement Policy for MSEs, Order 2012, the Central Government Ministries/ Departments/ Public Sector Undertakings shall procure a minimum of 25 per cent of their annual value of goods or services from MSEs. (In accordance with General Financial Rules, 2017, Rule 153-(ii)).

i) The annual goal of procurement from MSEs also includes subcontracts to Micro and Small Enterprises by large enterprises and consortia of Micro and Small Enterprises formed by the National Small Industries Corporation. If a subcontract is given to MSEs, it will be considered as procurement from MSEs.

ii) The annual target of 25% procurement from MSEs is only a minimum. The MSE purchase preference is mandatory for all procurements (except for exemptions as per sub-para 3-c above), even after this target is achieved. For example, it is not permissible for organisations to earmark only some goods/ services to be procured exclusively from MSEs to achieve the annual target and not apply MSE procurement preferences to the rest of the goods/services.

b) In tender, if the L1 price is from someone other than an MSE, participating Micro and Small Enterprises (MSE) quoting prices within a price band of L1+15 (fifteen) per cent shall be allowed to supply up to 25 (twenty-five) per cent of the total tendered value by bringing down their price to L1 price. If there is more than one eligible MSE within such price band who agrees to match the L1 price, the 25 (twenty-five) per cent quantity is to be distributed proportionately to them *Note: If the procuring entity negotiates with the non-MSE L1 bidder, the price band (L1+15%) should be calculated based on the original L1 price, not the lower negotiated price. Such eligible MSE bidders shall be called to match the new negotiated L1 price as per the procedure mentioned above for placement of 25% quantity.*

i) In case the tender item cannot be split or divided, etc., the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of the total tendered value to MSE, considering the spirit of the Policy for enhancing Government procurement from MSEs. **(Page 10 of Manual for Procurement of Non-Consultancy Services, 2025)**

a) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money.

b) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final. The benefits under Startup policy will be applicable only for the particular industry/ sector for which they are registered with DPIIT (necessary certificate to be obtained from the bidder in this regard). Also refer to para 1.10.1-4-b), 5.1.9-5) & 7.3.4-2-c) (Rule 173(i) of GFR 2017).

**30.0 Relaxation for Start-ups: The condition of prior turnover and prior experience may be** relaxed for startups (only to startups recognised by the Department of Industry & Internal Trade (DPIIT)) subject to meeting quality & technical specifications and making suitable provisions in the tender document (Rule 173 (i) of GFR 2017). Startups may be MSEs or otherwise. It is further clarified that such relaxation is not optional but has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity to not relax such criteria. Please also refer to para 1.10.1-4-b), 1.10.4-2-b) and 7.3.4-2-c).

>> Qualification Criteria shall be based entirely upon the capability and resources required to perform the particular contract satisfactorily, considering bidders' experience and past performance, capabilities with respect to personnel, equipment and manufacturing facilities, financial standing and relevant compliance with environmental protection regulations/ Environment Management System. There should be no qualification criteria that would be advantageous to foreign manufactured goods at the cost of domestically manufactured goods. **(Page 90 of Manual for Procurement of Non-Consultancy Services, 2025)**

### 31.0 CONSIDERATION OF ABNORMALLY LOW BIDS :

1. An Abnormally Low Bid (ALB) is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other 73 The Central Board of Indirect Taxes and Customs in India (CBIC) issues Exchange Rate Notification under Customs Act, 1962, which lists currencies and exchange rates for imported goods in Schedule I – which may indicate relevant currencies for indicate. The current notification is Exchange Rate Notification No. 30/2024 - Customs (N.T.). Notified vide OM No.F.1/4/2021-PPD issued by Department of Expenditure dated 18.05.2023.

Chapter 7: Bid Evaluation, and Award of Contract: requirements of the bid document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal, and evaluate the next higher bidder (and so on), at his/ their own quoted rate (and not by counter offering rate of ALB), for award of contract. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of tender document to have a safeguard against the submission of abnormally low bid from the bidder.

>> In the case of predatory pricing as well, procuring entities may refer to the above consideration of Abnormally Low Bids to assist themselves in finalization of tenders

>>. No provisions should be kept in the Tender Documents regarding the Additional Security Deposit/ Bank Guarantee (BG) in case of Abnormally Low Bids. Wherever, there are compelling circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in

case of ALBs, the same should be taken only with the approval of the next higher authority competent to finalise the particular tender, or the Secretary of the Ministry/ Department, whichever is lower. **(Page 131-132 of Manual for Procurement of Non-Consultancy Services, 2025)**

**32.0 CONSIDERATION OF OFFERS & SPLITTING OF TENDERED QUANTITY:** Following factors will be considered:

**32.1** Tenderers have to fulfill the minimum Eligibility criteria as mentioned in the tender and they have to submit the requisite supporting documents to prove their credentials along with the affidavit. Otherwise, offer will be passed over.

**32.2** If tenderers have fulfilled the minimum criteria and also have submitted the requisite documents and prima-facie RWF is satisfied that the firm is capable of executing the subject work, then firm will be considered for awarding the contract.

**32.3** RWF reserves the right to split the tender quantity in order to ensure timely transportation & receipt of material and also to safeguard failure/delay by sole Contractor, due to various reasons.

**32.4** The past performance, reputation of the transport agency with RWF will also be kept in view.

**32.5** RWF reserves the right to distribute the quantity on one or more of the eligible tenderers for reasons such as, quantity to be transported, movement requirements, past performance and capacity of the Contractor etc. Zone of consideration of such eligible tenderers will be the right of Railway.

**32.6** Whenever such distribution/splitting is made, the quantity distribution will depend on outstanding contracts load, adequate capacity cum capability, satisfactory past performance of the tenderers, outstanding contract load for Railway transportation, quoted schedule vis-e-vis., schedule incorporated in the tender enquiry etc., being same/similar in the manner detailed below:

Ref: RB Letter No.99/RS(G)/779/2 pt. dated: 11.02.2016	
Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5% :	At least 65% on the L1 Contractor. For the quantity to be ordered on the L2 Contractor, TC/TAA will decide keeping in view, the conditions as to the requirement in the tender and conditions laid down in the paras below:

**32.6.1** If splitting of quantity is required to be done by concluding contracts on tenderers higher than the acceptable L2 Contractor, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the model as indicated in the table in the above para.

**32.6.2** Railway reserves the right to counter offer the lowest acceptable rate for bulk quantity to the higher Contractor(s). In the event of rejection of such counter offer(s), Railway reserves the right to decide on the quantity distribution ratio/proportion.

**32.6.3** RWF will distribute the tendered quantity with due consideration to the constraints and in such a manner as would ensure timely transportation and receipt of material in requisite quantity to meet the needs of the Railways, regardless of the inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the principle of natural justice and equity.

**33.0 Cartel Formation/ Bid Rigging:** 1. The Competition Act defines bid rigging as agreements that have the effect of eliminating or reducing competition or adversely affecting or manipulating the process of bidding. There are various forms of bid rigging - Collusive bidding (dividing the market, setting prices, or limiting production – involves misrepresentation of independent bids); Bid Rotation/ suppression; Complementary Bidding; etc. (For details of legal aspects refer to 'Appendix- 2: Legal Aspects of Public Procurement' of the Manual for Procurement of Goods, 2024)

2. Cartels implement this anti-competitive bid-rigging. Sometimes, a cartel of bidders quotes equal/ marginally different rates (pool rates) against a tender, whereas possibly:

a) Rates quoted (and breakup thereof) are equal, despite their manufacturing/ logistics costs being different due to their scale of production/ location.

b) The rate manages to be L1.

c) In a variation, the rates may not be exactly equal but may be close enough to make the Cartel members L1, L2, L3, etc.

d) Respective quoted quantities by these bidders are much less than the tendered quantity, leaving no option but to distribute quantities among these bids.

e) Their bids have other uncanny similarities, i.e., the same layout or typographical errors. Bids from the same IP address raise suspicion, but by itself may not be a strong indicator of a cartel. In such cases, other factors mentioned in this para should be assessed to judge cartelisation.

3. If this rate is unreasonably high, this may be an attempt to force acceptance of higher rates by undermining the negotiating power of the buyer as per rules. Even when rates are reasonable, this may be an attempt to force the Procuring Entity to distribute quantities as decided by the bidders among them, even in tenders where splitting of quantities is not envisaged.

**Cartels, by their very nature are secretive and thus it may not be possible to find the direct**

concrete evidence of their presence. The orders of the Competition Commission of India (CCI) clearly mention reliance on circumstantial evidence, both economic and conduct based, to conclude the existence of a cartel agreement.

>>Such cartel formation/ pool rates abuse the transparency of Public Procurement and are a violation of the code of Integrity for Public Procurement. Such and similar tactics by bidders to avoid/ control true competition in a tender leading to an "Appreciable Adverse Effect on Competition" (AAEC) is an offence under the Competition Act, 2002.

>>. Such abnormal practices need to be severely discouraged with strong measures. To discourage such practices, Procuring Entity may include in all tender documents a Cartel Formation/ Pool Rates clause, stating inter-alia that, Procuring Entity reserves its rights to take following actions, without assigning any reasons thereof, in case a Cartel/ Anti competitive practice is suspected in a tender:



- a) Specify in Tender Document that are prone to such practices, that bidders must bid for at least a quantity that is more than a minimum specified percentage (say 25%) of the tendered quantity, otherwise their offer shall be rejected.
- b) Warn that Procurement Entity may take any/ all punitive actions available under the Code of Integrity for Public Procurement against such bidders, including removal from the list/ panel of registered sources or debarment, besides reporting the transgression to Competition Commission, and concerned trade associations like FICCI, ASSOCHAM, NSIC for suitable punitive action.
- c) *In no case, including where cartel rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates.*
- d) Procuring Entity may decide the tender as per one or more of following provisions:
- i) Reject all bids from the suspected cartel formation and decide the tender accordingly.
- ii) Place order on any one or more firms (from among the cartel) for any quantity with exclusion of the rest, with or without negotiation or counter offering.
- Note: The selection of firms for this may be based on a transparent logistics parameter i.e., quicker delivery, nearer location of source, relatively better past performance, etc.*
- iii) Whenever tender is floated for purchase exclusively from pre-qualified/ approved sources, and cartel formation is suspected among such sources, Procuring Entity may place orders on sources outside the pre-qualified/ approved sources for any quantity.
- iv) Wherever a specified ratio for splitting of quantities among 2/ 3 sources is stipulated in the tender document, and cartel formation is suspected among lower 2/3 bidders, place order on any number of firms beyond such ratios or decide tender as per sub para-i) or ii) above.
7. Certain Procurement decisions facilitate Cartel formation. Need Assessment and Procurement Planning is the main stage where this menace can be addressed effectively.

**(Page 132-133 of Manual for Procurement of Non-Consultancy Services, 2025)**

This tender/contract is covered by the very essence of Code of Integrity under the Public Procurement Policy Act 2012.

<b>END OF PART III: SPECIAL CONDITIONS</b>
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**PART-IV****ANNEXURE – A****PROFORMA FOR ELECTRONIC FUND TRANSFER (EFT) MANDATE**

To be updated in [www.ireps.gov.in](http://www.ireps.gov.in) and also to be uploaded on to [www.ireps.gov.in](http://www.ireps.gov.in) as attached document

Abiding by the changing policies of the Government, RWF shall arrange for the payments to the contractors through Electronic Clearing System. The contractors shall necessarily furnish the information as per the prescribed format along with their offers against RWF tenders. Firms seeking registration as Registered Supplier and renewal of registration shall also furnish the following alongwith other documents. I/We \_\_\_\_\_ hereby express our consent for crediting all of the payments that may become due to us towards carriage contract work against this tender of Rail Wheel Factory, Yelahanka, Bengaluru- 560064, directly to our following Bank Account through the Electronic Clearing System.

Company's Seal &amp; Signature of Authorised Signatory

**Dated:** .....

-----

Name of the Company/Supplier/Contractor:
GSTIN :
SERVICE TAX No.:
Personal Aadhaar No.:
Udyog Aadhaar No., if any:
Vendor/Supplier's Code, wherever applicable:
Postal Address of the contractor:
Name of the Bank & Branch, Address (with Telephone No.):
09 Digits MICR Code of the Bank:
Account No.(15 Digits only or as amended from time to time):
Type of Account:
Income Tax PAN No.:
Please attach following: 1. Copy of Cancelled cheque leaf : 2. Copy of PAN Card :

**Signature of Authorised Signatory & Date****The above Account No. has been verified and found correct.****Bank Seal & Signature****NOTE: Any change in the above shall be intimated to the RWF Administration, certain.**

**ANNEXURE- B**

DOCUMENT OF AUTHROISATION LCDA No.(18 DIGIT IPAS GENERATED No.)

dated: .....

Reference: (i) Works Contract/Supply Contract No..... Dated: ..... (ii) Inland Letter of Credit No. ....  
..... Dated : .....

This document is issued against contract No. ....(FROM IREPS) ..... dated:

.....

for  
supply/work of.....(DESCRIPTION OF GOODS/WORK FROM ireps) .....

The beneficiary of the aforementioned Letter of Credit M/s.....(NAME AND VENDOR  
CODE)

.....(VENDOR BILL PASSED) out of a total LC amount of INR .....  
.....(FROM MASTER TABLE OF LC OPENED).....against the first/second\*  
commercial Invoice No.(FROM IPAS).....dated.....FROM IPASfor INR (FROM IPAS).....raised against the above  
contract from State Bank of India.....(branch FROM LC MASTER TABLE) on the strength of this certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

Sl. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid(INR)
					Total Paid	

THIS PAYMENT:- ..... LC BALANCE

AFTER THIS PAYMENT:

Signature of authorised Railway authority) Name:  
Designation: Official  
Seal:

## ANNEXURE-C

Ref: Railway Board's letter No.2020/RS(G)/779/16 Dated: 27/11/2020.

### BID SECURING DECLARATION

All bidders shall be required to sign the bid securing declaration as follows:

The policy issued vide this instruction shall apply to all tenders issued til 31/12/2021 All bidders shall be exempted from submission of EMD in all tenders except those disqualified from such exemption detailed below. All bidders shall be required to sign the bid securing declaration as follows:

I / we hereby understand and accept that if / we withdraw or modify my/ our bids during the period of validity, or if we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document Notice Inviting Tender, we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period of 6(six) months, from the date we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period.

**Place:**  
**TENDERER**  
**Dated:**

**SEAL AND SIGNATURE OF THE**



**ANNEXURE - D****E-INVOICE DECLARATION :**

**NOTE TO CONTRACTORS:-** From 01st October 2020, All contractors furnishing Tax invoices shall mandatorily prepare an E- Invoice in respect of supply of Goods (Business-to-Business (B2B supplies). All Tax Invoices submitted should have Invoice Reference Number (IRN) and QR Code generated therein, with the QR code printed on the Tax Invoice. Supplier shall furnish a declaration to the Bill Passing Authority, along with the Invoices, as per the format detailed below :

**TO WHOMSOEVER IT MAY CONCERN****<Particulars of Vendor>>**

Legal Name of Entity:	
Trade Name of Entity:	
Registered office Address:	
PAN:	
GSTIN:	<<in case of multiple GSTINs, all GSTINs to be captured->>

**<<Applicability of E-invoicing >>**

Please select the applicable response under column C in respect of details set out in column 'B'

Case No. (A)	Aggregate Turnover at PAN level (in any preceding financial year from FY 17-18 onwards) (B)	Select the applicable case (C)
1	More than INR 50 Crores	
2	Specific category excluded from compliance to e-invoicing, as notified	
3		

**<<Declaration>>**

I/We <Name of Authorised Signatory>>of « Trade name / Legal name of the Vendor>> (hereinafter called as "the Firm or the Company") do hereby declare –

**<<if case No.1 is applicable and vendor issues e-Invoice>>**

that the aggregate turnover of "the Firm or the Company" computed as per Section 2(6) of Central Goods and Service Tax Act, 2017 exceed the limit prescribed for generation of an unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law"). Accordingly, we are covered under the ambit of GST e-invoicing provisions w.e.f. 01 October 2020 and therefore the invoices, debit notes, credit notes or any other prescribed document under e-invoicing issued/raised by us duly complies with the notified e-invoicing provisions.

Further, any invoice or document issued by "the Firm or the Company" to Ministry of Railways having GSTIN \*concerned state railways' GSTIN">> shall be properly and timely reported under respective returns under GST by "the Firm or the Company" in line with the notified provisions and the applicable tax collected from Ministry of Railways shall be timely and correctly paid to the respective Government by us.

We acknowledge that information furnished above are true to the best of our knowledge. In case any of the above information is found to be incorrect at a later date or due to failure on our part to comply with the relevant laws/ regulations and if any GST liability, interest, penalties or any other amount becomes payable or input tax credit is denied to Ministry of Railways having GSTIN <<"concerned state railways GSTIN">>, we shall indemnify for the same.

<< if case No. 1 is applicable. however vendor does not issues e-invoice in respect of invoices dated October 2020.

*Please not that this is not applicable where invoice issued by Case No 1 vendor are dated after October 2020 i.e, are dated November 2020 and onwards. In such a case, MoR shall not accept such non e-invoice compliant invoice)*

that the aggregate turn over of "the Firm or the Company" computed as per Section 2(6) of Central Goods and Service Tax Act, 2017 exceed the limit prescribed for generation of an unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder (GST Law") Accordingly, we are covered under the ambit of GST e-invoicing provisions w.e.f. 1 October 2020. However, owing to relaxation provided from such compliance for the month of October 2020. the invoices. debit notes. credit notes or any other prescribed document are not in compliance to respective e- invoicing provisions. However, QR code having embedded IRN shall be obtained for such document within 30 days of date of invoice and revised document with OR code shall be issued raised by us which shall be duly compliant with the notified e-invoicing provisions.

Further, any invoice or document issued by "the Firm or the Company" to Ministry of Railways having GSTIN is concerned state railways GSTIN">> shall be properly and timely reported under respective returns under GST by "the Firm or the Company" in line with the notified provisions and the applicable tax collected from Ministry of Railways shall be timely and correctly paid to respective Government by us.

We acknowledge that information furnished above are true to the best of our knowledge. In case any of the above information is found to be incorrect at a later date or due to failure on our part to comply with the relevant laws regulations and if any GST liability. interest. penalties or any other amount becomes payable or input tax credit is denied to Ministry of Railways having GSTIN<<"concerned state railways GSTIN">>,we shall indemnify for the same.

**<< if Case No. 2 is applicable>>**

that the aggregate turnover of "the Firm or the Company" computed as per Section 2(6) of Central Goods and Service Tax Act, 2017 does not exceed limit prescribed for generation of an unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law"). Accordingly, we are not covered under the ambit of GST e-invoicing provisions w.e.f. 1 October 2020. Further, we hereby declare that once the said provisions are made applicable to "the Firm or the Company", we shall issue the duly complied e-invoices under GST. Further, any invoice or document issued by "the Firm or the Company" to Ministry of Railways having GSTIN is concerned state railways' GSTIN">> shall be properly and timely reported under respective returns under GST by "the Firm or the Company" in line with the notified provisions and the applicable tax collected from Ministry of Railways shall be timely and correctly paid to respective Government by us.

We acknowledge that information furnished above are true to the best of our knowledge. In case any of the above information is found to be incorrect at a later date or due to failure on our part to comply with the relevant laws/ regulations and if any GST liability, interest, penalties or any other amount becomes payable or input tax credit is denied to Ministry of Railways having GSTIN<\*"concerned state railways GSTIN">>, we shall indemnify for the same.

**<< if case No.3 is applicable>>**

that the aggregate turnover of "the Firm or the Company" computed as per Section 2(6) of Central Goods and Service Tax Act, 2017 though exceeds limit prescribed for generation of an Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules there under ("GST Law"), however, "the Firm or the Company" has been specifically excluded from the requirement to comply with GST e invoicing provisions vide Notification No. 13/2020-Central Tax dated 21st March, 2020, as amended. Accordingly, we are not covered under the ambit of GST e- invoicing provisions w.e.f. 1 October 2020.

Further, any invoice or document issued by "the Firm or the Company" to Ministry of Railways having GSTIN is concerned state railways' GSTIN">> shall be properly and timely reported under respective returns under GST by "the Firm or the Company" in line with the notified provisions and the applicable tax collected from Ministry of Railways shall be timely and correctly paid to the respective Government by us.

We acknowledge that information furnished above are true to the best of our knowledge. In case any of the above information is found to be incorrect at a later date or due to failure on our part to comply with the relevant laws/ regulations and if any GST liability, interest, penalties or any other amount becomes payable or input tax credit is denied to Ministry of Railways having GSTIN concerned state railways GSTIN">>, we shall indemnify for the same.

**<<Authentication>> >****Date:****For and on behalf of <<Trade Name / Legal Name of the Vendor>>****Place:****(Signature of Authorised Signatory) Name:**

**NOTE: Value mentioned in Col. B in Aggregate Turnover at PAN level is applicable, as available on the date of closing of the tender.**

**ANNEXURE : E**Proforma for submission of NO DUES/ NO CLAIM CERTIFICATE

Contract No.....

Date.....

For the work of.....(indicate brief description of material)

Contract Quantity .....

Contract Value .....

Executed Quantity.....

Executed Value.....

The above contract has been completed by us and I/We have no dues/claim on Rail Wheel Factory in respect of the said PO/contract.

The EMD/SECURITY DEPOSIT/PERFORMANCE GURANTEE amount of Rs.....

(Rupees.....) deposited with Rail Wheel Factory, Yelahanka, Bengaluru-560064 / deducted from our bills, may therefore please be arranged to be refunded/returned to us.

Place:

Signature and full address of the

Contractor Date:

Seal/Stamp of the

organisation

**ANNEXURE :F**  
**GUARANTEE BOND(for Performance)**

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt . . (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated . . . . . made between . . . . . and . . . . . for. . . (hereinafter called "the said Agreement"), of Security Deposit/Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a bank Guarantee for Rs. . . . (Rupees.....only) we **(Indicate the name of the 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 by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We **(indicate the name of the Bank)** do here by undertake to 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 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 . . . . . (Rupees. only).
3. We under take 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 thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.
4. We **(indicate the name of 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.....(Office Department) Ministry of.....certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless demand or claim under this guarantee is made on us in writing on or before the . . . . .we shall be discharged from all liability under this Guarantee thereafter.
5. 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 forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or for any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).
7. We. . . . . **(indicate the name of the Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.  
Date the . . . . . day of . . . . . Year: . . . . .

For . . . . .  
(indicate the name of Bank)

## **ANNEXURE : G**

### **INDEMNITY BOND**

1. We ..... hereby undertake that we shall hold at our Works ..... for and on behalf of the President of India and in trust for him the stores/articles (mentioned herein below) which may be and/or which has been made over to us, against the LOA/ contract .....
2. We shall be and remain absolutely responsible for the safe custody and protection of the said stores and articles against a risk whatsoever till those are assembled in the wagons to be fabricated against the above mentioned contract and duly delivered to the President of India or to his representative as he may direct and as such do hereby indemnify the President of India against any loss or and/or damage to the said stores and articles while in our possession/custody. The said stores and articles shall however, be at all times open to the inspection by officers who may be authorised in that behalf by Ministry of Railways or its nominee.
3. Should, however, at any time any loss or damage as aforesaid occur or a refund become otherwise due to the President of India he or his representative shall be entitled to recover from us compensation for and in respect of such loss or damage, if any, or the amount to be so refunded without prejudice to any other remedies which may be otherwise available to the said President of India by way of deduction from any sum due to/or any sum which at any time hereafter may become due to us under this or any other contract.
4. In the event of any loss or damage as aforesaid, the assessment of such loss or damage and the assessment of the compensation therefore would be made by the President of India or his authorised nominee and the said assessment would be final and binding upon us.

For .....

=====

### **ANNEXURE - H**

#### **INSTRUCTIONS TO BE FOLLOWED BY DRIVERS OF LORRY INSIDE RWF PREMISES. (Ref: No.RWF/M/PCO/MIS/131/4E dated:29.01.2013)**

Smoking is strictly prohibited in the Factory Area.

Disciplined parking of vehicle lies with the Truck Driver.

The Truck Driver should maintain maximum 10 Kmph Speed in the RWF Premises.

He has to ensure smooth movement of vehicle both ways without causing obstruction to other vehicles inside the premises.

Transporter/Truck Drivers are authorized to enter inside the plant in working days.

While taking turn/reversing, the Truck Driver has to ensure by seeing both sides for movement of any vehicle/person.

The Truck Driver has to ensure that no movement of Loco/Wagon taking place while crossing the Railway Track at each point.

While reversing, the Truck Attendant should guide the driver duly signaling at every point.

Avoid parking of Trucks on Railway Track and keep away from Railway Track for safety.

The Truck Driver and Attendant should understand that Railway accepts no liability whatsoever for any accident or injury that may be inadvertently caused to them during their movements.

I have carefully noted the above instruction and shall abide by them.

Signature of Transporter

Signature of Driver

Truck Number/s.:



ANNEXURE – I  
CODE OF INTEGRITY FOR PUBLIC PROCUREMENT  
(Manual for Procurement of Works 2019 / Chapter 7)

1.0 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 the 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;
- vi) **“Coercive practice”**: Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of Interest”**: Participation by
- vi) **“Obstructive Practice”**: Materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

**2.0 OBLIGATIONS FOR PROACTIVE DISCLOSURES:**

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

**3.0 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.

**NOTE: Refer: GCC for SERVICE-JANUARY, 2018 FOR Annexure-I(One)**

\_\_\_\_\_ R A I L W A Y

## **BID FORM (First Sheet): ANNEXURE-II**

\_\_\_\_\_ **RAILWAY**

Tender No.

\_\_\_\_\_

Name of Work

\_\_\_\_\_

To,

The President of India,

Acting through the \_\_\_\_\_

\_\_\_\_\_ Railway

**1.0** I/We have read the various conditions of the bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of \_\_\_\_\_ days from the date fixed for opening the same and in default thereof, I/we will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for \_\_\_\_\_

Railway, at the rates quoted in the attached schedule 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 Bid.

**2.0** I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, 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, Schedule of Rates with all correction slips up-to-date for the present contract.

**3.0** A sum of Rs. \_\_\_\_\_ is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:

**4.0** 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

**5.0** I/We do not commence the work within fifteen days after receipt of orders to that effect.

**6.0** I/We am/are a Micro and Small Enterprise registered from ..... (body approved by Ministry of MSME) with registration No..... and terminal validity up to ..... for similar service contracts.

Until a formal agreement is prepared and executed, acceptance of this Bid 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/service.

Date: \_\_\_\_\_

Address \_\_\_\_\_

.

Signature of Bidder/s

## BID FORM (Second Sheet)

**1.0 Instructions to bidder and Conditions of bid:** The following documents form part of bid / Contract:

- (a) Bid forms - First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway 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 Manager, \_\_\_\_\_ Railway on payment of prescribed charges.
- (e) Schedule of Rates 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 Manager, \_\_\_\_\_ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.

**2.0 Drawings for the Work:** The drawings for the work can be seen in the office of the

\_\_\_\_\_ and / or Chief Manager, \_\_\_\_\_ Railway at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Manager or her representative from time to time.

**3.0** The Bidder(s) shall quote her/ their rates as a percentage above or below the Schedule of Rates of Railway as applicable to \_\_\_\_\_ Division except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule 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 Schedule.

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

5. The works are required to be completed within a period of \_\_\_\_\_ months from the date of issue of acceptance letter.

**6. Earnest Money:**

(a) The bid must be accompanied by a sum of Rs. \_\_\_\_\_ as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.

(b) The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMO shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid / negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon

**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 no bidder(s) shall demand any explanation for the cause of rejection of her/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

9. If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her/ their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

**10. Bidder's Credentials:** Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

**11. For Manual Bidding:**

Bid must be enclosed in a sealed cover, superscripted "Bid No. \_\_\_\_ " and must be sent by registered post to the address of \_\_\_\_\_ Railway so as to reach her/their office not later than \_\_\_\_\_ Hours on the \_\_\_\_\_ or deposited in the special box allotted for the purpose in the office of \_\_\_\_\_ Railway. This Special box will be sealed at \_\_\_\_\_ hours on \_\_\_\_\_. The Bid will be opened at \_\_\_\_\_ hours on the same day. The Bid papers will not be sold after \_\_\_\_\_ hours on \_\_\_\_\_.

**13. FOR E-BIDDING:** Relevant guidelines should be followed.

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

**15. Execution of Contract Documents:** The successful bidder(s) shall be required to execute an agreement with the President of India acting through the \_\_\_\_\_ Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).

**16. Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing

the tender documents. The Railway will not be bound by any power of attorney granted by the bidder 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.

17. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorising her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

17.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.

17.2 The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

(2a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.

(2b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(2C) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC.

(2d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

(2e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration,

(ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

17.3 If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the afore-mentioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firms/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

17.4 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

17.5 A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions

#### 18. EMPLOYMENT/PARTNERSHIP ETC. OF RETIRED RAILWAY EMPLOYEES:

(a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender 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, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

(b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the any department of the \_\_\_\_\_ Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract.

(Signature)

Designation

--- - - - - Railway

Signature of Bidder(s)

Date: .....

=====



**ANNEXURE-II (Contd.....)****BID FORM (Third Sheet)(Page 78 of GCC- 2018/Service)****Name of the Work/Service:****Schedule of Rates and quantities**

SL	Item No. of SSOR	Description of items of work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (Rs.)	Amount (Rs.)
1	2	3	4	5	6	7

The quantities shown in above Bill of Quantities 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.

I/We undertake to do the work at ..... above/below the Standard Schedule of Rates (SSOR) of the .....Railway as applicable to ..... Division or at the rates quoted above for each item.

Dated .....

Signature of the Tenderer(s)

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

**NOTE: Refer: GCC for SERVICE-JANUARY, 2018 FOR Annexure-III TO Annexure-XI**

## Annexure - XII

Registered Acknowledgement Due

### PERFORMANCE NOTICE

\_\_\_\_\_  
RAILWAY

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_  
In connection with \_\_\_\_\_

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_, you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no. \_\_\_\_\_, dated \_\_\_\_\_, in reference to your representation, dated \_\_\_\_\_.
3. As you have failed to abide by the instructions issued to commence the service / achieve desirable standard of services, you are hereby given a notice in accordance with Clause 7.4 of the General Conditions of Contract to commence the service/ to make good the default, failing which further action will be taken as provided in Clause 7.4 of the General Conditions of Contract viz. To terminate your Contract and complete the balance services without your participation.
4. In addition to the above, Railway is also free to invite a bid to procure the balance services without your participation, starting from the date of issue of this notice.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India

## ANNEXURE – XIII

Registered Acknowledgement Due

### REVOCATION OF PERFORMANCE NOTICE

\_\_\_\_\_  
RAILWAY  
(Without Prejudice)

To  
M/s \_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No.....  
**In connection with.** .....

1. Your attention is invited to this performance notice issued by this office/Chief Manager's office vide letter no. \_\_\_\_\_, dated \_\_\_\_\_.
2. As you have improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn.

Kindly acknowledge receipt.

Yours faithfully,

**For and on behalf of the President of India**

## ANNEXURE -XIV

Registered Acknowledgement Due

### 7 DAYS NOTICE

\_\_\_\_\_  
RAILWAY  
(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_  
In connection with \_\_\_\_\_

1. Performance Notice under Clause 7.4 of General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_ ; but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days' notice in terms of Clause 7.4 of General Conditions of Contract to commence the service to make good the default, failing which further action as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be issued to you under which your contract shall stand rescinded and the services under this contract will be carried out independently without your participation and your Performance Guarantee shall also be encashed/ forfeited and consequences which may please be noted.

Kindly acknowledge receipt

Yours faithfully

For and on behalf of the President of India



## ANNEXURE – XV

Registered Acknowledgement Due

### TERMINATION NOTICE \_\_\_\_\_ RAILWAY

(Without Prejudice)

No. \_\_\_\_\_

Dated: \_\_\_\_\_ -

To

M/s \_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

Seven days (7 days) notice was given to you under this office letter of even no., dated \_\_\_\_\_ but your performance has not improved/ you have taken no action to commence the services /improve the quality of the services to the specified standards.

Since the period of 7 days' notice has already expired, the above contract stands rescinded in terms of Clause 7.4 of General Conditions of Contract and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/forfeited.

In addition, your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said Railway division for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**Refer: GCC for SERVICE-JANUARY, 2018 FOR Annexure-XVI to Annexure-XVII.**

**Annexure XVIII**

**Undertaking for Truthfulness/ Correctness of the DOCUMENTS  
submitted/uploaded by the tenderer alongwith the tender**

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

M/s. ....(*hereinafter called the tenderer*) for the purpose  
of                      the                      Tenderer                      documents                      for                      the                      work  
of                      .....  
.....as per the tender No..... of  
.....  
.....(Railways), 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](http://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. 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 understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I/we (*insert name of the tenderer*)\*\* .....and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates 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 EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

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.**

**NOTE: The bid shall be summerily rejected, if the bidder fails to submit the undertaking alongwith the bid .**

END OF BID DOCUMENT