



**Eastern Railway Locomotive Workshop, Jamalpur**

**TENDER DOCUMENT FOR OPEN E-TENDER**

|   |  |
|---|--|
| <b>E-Tender No.</b>                       | <b>F- Dy- CME-Prod-OFF-CAMC-II-10873</b>   |
| <b>Type of Tender</b>                     | Open E-Tender (Works)  |
| <b>Date and time of closing</b>           | <b>03-07-2026 at 15:00 hrs.</b>  |
| <b>Name of work</b>                       | Comprehensive Annual Maintenance contract (CAMC) for 05 years of Hydraulic Horizontal Tensile Testing Machine, Cap.-200T, Make-M/s Marwaha Manufacturing Company, New Delhi Plant no.-10873/CH of Jamalpur Workshop. |
| <b>Place of work</b>                      | Chain House/Eastern Railway Workshop, Jamalpur   |
| <b>Quantity</b>                           | <b>01 Machine:</b> Hyd. Horz. Tensile Testing machine, Plant No. 10873/CH of JMPW.   |
| <b>Value of work</b>                      | <b>Rs. 15,96,876/-</b> (Rupees Fifteen Lakh Ninety-Six Thousand Eight Hundred Seventy-Six only) including GST @18%   |
| <b>Earnest Money (EMD)/ Bid Security.</b> | <b>Rs. 31,900/-</b> (Rupees thirty one thousand nine hundred only)   |

Invited by:

Dy. Chief Mechanical Engineer (Production)  
Eastern Railway Workshop, Jamalpur  
For & on behalf of the president of India

**Eastern Railway  
Office of the Chief Works Manager  
Workshop, Jamalpur**

**Forwarding letter**

**Tender No. F- Dy- CME-Prod-OFF-CAMC-II-10873**

**1. General**

- 1.1. E-tender is invited for and on behalf of the President of India through website [www.ireps.gov.in](http://www.ireps.gov.in) for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only on the above mentioned website. All Mandatory fields marked with (\*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender number and tender. No Tender document in hard copy will be sold against this tender number. Please read the Instructions to Tenderers for e- tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online. A copy of the said tender notice is enclosed herewith as chapter-II.
- 1.2. E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
- 1.3. The submitted e-tender forms digitally signed by the tenderer will be considered as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents as well as Schedule of Tender, General and Special Conditions.
- 1.4. The tender offer complete in all respects and with all documents is to be submitted online by e-tendering process through the website [www.ireps.gov.in](http://www.ireps.gov.in) before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted. Some documents may be submitted manually to concerned officer and office as mentioned specifically.
- 1.5. The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion up to 10 days before the due date of opening of the tender as corrigendum.
- 1.6. Corrigendum as required may be issued upto 10 days prior to the closing of the tender. These corrigendum of this tender, if any, as issued time to time will be available on website at least 10 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.
- 1.7. The entire tender document including NIT has to be read and understood in totality and not in isolation.
- 1.8. The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained.
- 1.9. In case any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact the Helpdesk of IREPS portal that will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e- tender online for the reasons related to the website and portal or server etc. beyond the control of Railways.
- 1.10. Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money due to wrong or manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.

1.11. All documents uploaded or information furnished in the website is digitally signed by the competent authority.

1.12. The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion before the due date of opening of the tender.

This tender document includes many chapters as detailed hereunder and all the chapters including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation:

| Ch. No. | Details of documents enclosed                                 | Page   |
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| I       | Forwarding letter   | 2-5    |
| II      | Tender Notice   | 6-7    |
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| IV      | Mandate Form  | 9      |
|         | Declaration   | 10     |
| V       | Instructions to tenderers                                     | 11-18  |
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| IX      | Special conditions and specifications – typical for the work  | 40-43  |

02. SCOPE OF THE WORK: As mentioned in name of work. Detail in Tender Document.

03. COST OF THE WORK:-

The tender assessed cost of the work has been given in the tender notice.

04. OPENING OF TENDER:-

Tender will be opened as per details contained in the tender notice.

05. VALIDITY OF TENDER:-

The tenderer shall keep his tender open for a period of 60 days from the date of opening of tender.

06. PERIOD OF COMPLETION:-

Successful tenderer shall complete the entire work within the period specified in the tender notice. The period will start from the date of issue of the letter of acceptance by the Railway to such tenderer.

07. SPECIFICATIONS OF THE WORK:-

The work shall be carried out as per scope of work contained in this tender document or otherwise referred to herein.

08. ADVANCE TO THE CONTRACTOR:-

Advance shall not be paid in the present case.

09. MANDATE FORM (ECS/NEFT)

Tenderers must submit their details as per Mandate Form in Chapter-IV for receive payment through ECS/NEFT (Electronic Clearing System/National Electronic Fund Transfer).

10. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the \_\_\_\_\_, \_\_\_\_\_ Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions /Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

## **11. Documents to be Submitted Along with Tender:-**

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

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

**(a) Sole Proprietorship Firm:**

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC April 2022.

**(b) HUF:**

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

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

**(c) Partnership Firm:**

(i) All documents as mentioned in para18 of the Tender Form (Second Sheet) of GCC April 2022.

(d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) of GCC April 2022.

**(e) Company registered under Companies Act 2013:**

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

(ii) A copy of Certificate of Incorporation

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

(iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.

**(f) LLP (Limited Liability Partnership):**

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

**(g) Registered Society & Registered Trust:**

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society /HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

Enclosure: Tender document

Yours faithfully

Dy. Chief Mechanical Engineer/Prod/JMP  
for & on behalf of the president of India

पूर्व रेलवे  
**EASTERN RAILWAY**  
 यांत्रिक विभाग **Mechanical Department**  
 जमालपुर रेल इंजन कारखाना, जमालपुर  
**Jamalpur Locomotive Workshop, Jamalpur**

**Tender Notice**

No. **F- Dy- CME-Prod-OFF-CAMC-II-10873**

Jamalpur, dated: 11.06.2026.

On behalf of President of India, Chief Workshop Manager, Eastern Railway Locomotive Workshop, Jamalpur, invites Open e- tender from reputed Tenderer having sufficient experience, capability and financial status for the following work:

**1. Details:**

|        |   |  |
|--------|---|--|
| (i)    | Tender No.  | <b>F- Dy- CME-Prod-OFF-CAMC-II-10873</b>   |
| (ii)   | Name of work  | Comprehensive Annual Maintenance contract (CAMC) for 05 years of Hydraulic Horizontal Tensile Testing Machine, Cap.- 200T, Make-M/s Marwaha Manufacturing Company, New Delhi Plant no.-10873/CH of Jamalpur Workshop.                                  |
| (iii)  | Location of work  | Chain House/Eastern Railway Workshop, Jamalpur, Munger (Bihar), PIN-811214.  |
| (iv)   | Tender Value  | <b>Rs. 15,96,876/-</b> (Rupees Fifteen Lakh Ninety-Six Thousand Eight Hundred Seventy-Six only) including GST @18%   |
| (v)    | Cost of Tender Document   | Nil  |
| (vi)   | Earnest Money   | <b>Rs. 31,900/-</b> (Rupees thirty one thousand nine hundred only)   |
| (vii)  | Period of completion  | (05) Five years from the date of physical start of CAMC work of Machine.   |
| (viii) | Quantity  | <b>01 Machine:</b> Hyd. Horz. Tensile Testing machine, Plant No. 10873/CH of JMPW.   |
| (ix)   | Tender uploading Date   | 11.06.2026   |
| (x)    | Tender Closing Date & Time  | <b>03-07-2026 at 15:00 hrs.</b>  |
| (xi)   | Mode of tender  | Open E-Tender  |
| (xii)  | Validity of offer   | 60 days  |
| (xiii) | Website particulars and notice board location where complete details of tender can be seen etc. | ( <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> hyperlinked with <a href="http://www.er.indianrailways.gov.in">www.er.indianrailways.gov.in</a> ) and Dy.CME(Prod) office, Eastern Railway, Locomotive Workshop, Jamalpur on any working day. |

**2.** The tenderers shall submit "FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS" stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format to be submitted by the bidder is enclosed as Annexure-V.

Non submission of Annexure-V by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

**3.** In case of any wrong information submitted by tenderer, the contract shall be terminated, Bid Security/Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.

**4. Self-attestation of documents/certificates:** Each page of the copy of documents/certificates in support of credentials, submitted by the bidder, shall be self attested (signature, stamp and date on each page) 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.

**Note:**

- Bidders/tenderers should ensure that tender document along with all the annexure have been perused by them and have visited the site and have satisfied themselves as to the nature of work and the site condition.
- For ready reference, GCC may be downloaded from the Ministry of Railways (Railway Board)- Indian Railway Website, whose download link is [http://www.indianrailways.gov.in/railwayboard/uploads/directorate/civil\\_engg/General\\_Conditions\\_of\\_Contract\\_April\\_2022.pdf](http://www.indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/General_Conditions_of_Contract_April_2022.pdf)

Dy. Chief Mechanical Engineer (Prod)  
Eastern Railway Workshop, Jamalpur.  
For & on behalf of the president of India

**TENDER FORM (1<sup>st</sup> Sheet)**

Tender No.- F- Dy- CME-Prod-OFF-CAMC-II-10873

**Name of work:** Comprehensive Annual Maintenance contract (CAMC) for 05 years of Hydraulic Horizontal Tensile Testing Machine, Cap.- 200T, Make-M/s Marwaha Manufacturing Company, New Delhi Plant no.-10873/CH of Jamalpur Workshop.

To,  
The President of India,  
Acting through The Chief Works Manager  
Eastern Railway Workshop, Jamalpur.

Dear Sir,

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

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

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

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

(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

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

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

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

Signature of the Tenderer  
Date.....

Seal of the tenderer

Witness:

1. Signature: \_\_\_\_\_  
Name & Address: \_\_\_\_\_
2. Signature: \_\_\_\_\_  
Name & Address: \_\_\_\_\_
3. Signature: \_\_\_\_\_  
Name & Address: \_\_\_\_\_



**MANDATE FORM**  
**[ECS / NEFT]**

**[Tenderer option to receive payment through ECS / NEFT]**

**1. Detail of Tenderer:**

|    |  |  |
|----|--|--|
| a) | Tenderer name                              |  |
| b) | Tenderer code                              |  |
| c) | Tenderer address                           |  |
| d) | Tenderer telephone No. and E. mail, if any |  |
| e) | Tenderer PAN no.                           |  |
| f) | GSTN                                       |  |

**2. Particular of Bank account:**

|  |  |  |
|--|--|--|
| A)   | Name of the bank   |  |
| B)   | Name of the branch<br>Address<br>Telephone No.   |  |
| C)   | 9-digit code number of the bank and branch appearing on the MICR Cheque issued by the bank |  |
| D)   | Type of the account (S.B. Current or cash credit) with code (10/11/13)                     |  |
| E)   | Ledger and ledger folio number   |  |
| F)   | Account number (as appearing on the Cheque book)   |  |
| (Please attach a blank cancelled Cheque or photocopy of a Cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars) |  |  |
| G)   | IFSC Code (For RTGS Account)   |  |

**3. Date of effect:**

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Eastern Railway responsible. I have understood the proposal and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

\_\_\_\_\_  
Signature of Tenderer(s)

Certified that the particulars furnished above are correct as per our records.

Bank's stamp

### **DECLARATION**

- 1) I/We do hereby declare that I/We will be bound to comply with the provision of Apprentices Act-1961 as mentioned in GCC April-2022 with all up to date correction slip.
- 2) I/We do hereby declare that I/We will be bound to comply with the provision of Payment of Wages Act, 1936 of GCC April-2022 with all up to date correction slip.
- 3) I/We do hereby declare that I/We will be bound to comply with the provision of Contract Labour (Regulation & Abolition) Act-1970 as mentioned in GCC April-2022 with all up to date correction slip.
- 4) I/We do hereby declare that I/We will be bound to comply with the provision of Workmen's Compensation Act-1923 as mentioned in GCC April-2022 with all up to date correction slip.
- 5) I/We do hereby declare that I/We will be bound to comply with the provision of Mines Act, 1952 (if applicable as mentioned in GCC April-2022 with all upto date correction slip.
- 6) I/We do hereby declare that I/We will be bound to comply with the provision of Sharmikkalyan Portal update.
- 7) I/We do hereby declare that I/We will be bound to comply with the provision of EPF & ESI.

Signature of Tenderer

Dated\_\_\_\_\_

**Eastern Railway  
Mechanical Department**

**INSTRUCTIONS TO TENDERER**

**1.0 GENERAL**

- 1.1 E-tender have been invited for and on behalf of the President of India through website [www.ireps.gov.in](http://www.ireps.gov.in) for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (\*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender and no Tender document in hard copy will be sold against this tender no. Please read the Instructions to Tenderers for e- tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.
- 1.2 E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
- 1.3 The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in Para 1.2 above as well as Schedule of Tender, General and Special Conditions.
- 1.4 The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website [www.ireps.gov.in](http://www.ireps.gov.in) before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted. Some documents may be submitted manually to concerned Officer and Office as mentioned specifically.
- 1.5 The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion 10 days before the due date of opening of the tender as corrigendum.
- 1.6 Corrigendum as required may be issued upto 10 days prior to the closing of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least 10 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.
- 1.7 This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Specifications of the works & various Annexure etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as "Tender Document" & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
- 1.8 The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.
- 1.9 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e- tender online for the reasons related to the website and portal or server etc beyond the control of railways.
- 1.10 Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money due to wrong or manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.

- 1.11 All documents uploaded or information furnished in the website are digitally signed by the competent authority.
- 1.12 This tender document includes many chapters/items/Conditions/Instructions like as Undertakings, Technical Compliance, Commercial compliance, standard Technical Criteria, Standard Financial Criteria, Similar Nature of Work, General Instructions to Tenderers for e-tendering, Special Conditions of Contract-General and list documents to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work are available in the IREPS portal and all the items including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation.
- 1.13 The General Conditions of Contract, 2022 edition with all correction slips issued time to time and up-to-date, hereinafter referred to as 'GCC April-2022' for the purpose of general condition of contract.
- 2.0 **Contractor:** Tenderer, whose tender is accepted by the Railway, shall thereafter be referred to as 'contractor' and shall mean the person/firm/co-operative society or company, whether incorporated or not, who enters into contract with the Railway and shall include his executor, administrator, successor and permitted assignee. This tender document of the successful tenderer shall form part of contract agreement between the contractor and the Railway after acceptance thereof by the Railway.
- 2.1 Singular and Plural: Words importing singular number shall also include plural and vice versa where the context requires in this tender document and vice versa.

### **3.0 TENDERER'S POSTAL ADDRESS**

- 3.1 **Address of tenderer:** The address, email Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes.  
All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.
- 3.2 **Change of address:** Tenderer shall keep the Railway informed of changes in the postal address at all times in his own interest.

### **4.0 COST OF TENDER DOCUMENT AND BID SECURITY AND MODE OF PAYMENT:**

The Cost of Tender Document and Bid Security/Earnest Money Deposit are to be paid online through IREPS portal only:

### **5.0 INCONSISTENCY BETWEEN THE DOCUMENTS**

The GCC April-2022 and the USSOR [Unified Standard Schedule of Rates (Labour & Materials)] of 2011 shall be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. However, in case of any inconsistency and contradictions between the same and the special conditions and specifications laid in various chapters of this tender document, the later shall prevail.

### **6.0 SCOPE OF THE TENDER**

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

#### **1.0 COST OF THE WORK**

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

#### **8.0 THE SCHEDULE OF WORKS**

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

#### **9.0 INSPECTION OF DATA**

Drawings for the work can be seen in the office inviting this tender on any working day during

working hours. The drawings are only for the guidance of tenderers. Detailed working drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

#### **10.0 INSPECTION OF MACHINE AND MACHINE SITE**

Before submitting tender, tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the work, that all conditions liable to be encountered during execution of the work are taken into account and that the rates, he enters in this tender document, are adequate and all inclusive to accord with the provisions in Clause-37 of the GCC-July-2020 for completion of the works to the entire satisfaction of the Railway.

#### **11.0 SUBMISSION OF TENDER**

- 11.1 Tender must be submitted online through the website [www.ireps.gov.in](http://www.ireps.gov.in) on and before the time and date specified in NIT for closing. No manual offers shall be received for this tender.
- 11.2 The requisite Earnest Money as per NIT should be submitted with the tender.
- 11.3 Tenderer can revise their offers for any number of times till date and time of closing.

#### **12.0 OPENING OF TENDER**

- 12.1 Opening of e-tender online: - The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.
- 12.2 In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender, However, opening of tenders online will be on any convenient day after closing date of the tender.

#### **13.0 PERIOD OF VALIDITY OF THE TENDER**

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

#### **14.0 PERIOD OF COMPLETION OF THE WORK**

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

#### **15.0 SPECIFICATIONS OF THE WORK**

The work shall be carried out as per specifications contained in the IRUSS-2010 and USSOR-2011 and in tender schedule and tender document or otherwise referred to herein.

#### **16.0 QUALIFYING ELIGIBILITY CRITERIA**

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

#### **17.0 Submission of Documents in support of Eligibility Criteria.**

As per GCC-April-2022 and their correction slip.

#### **18. Documents to be submitted Along with Tender:**

As per Indian Railway General Condition of Contract April, 2022.

#### **19.0 TESTIMONIALS**

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

loaded on need.

- 19.2 **List of completed works:** Tenderer is required to submit, along with his e-tender, particulars of all works completed by him for the Railways or for any other client in the last three financial years starting from the original date of closing of this tender in the Performa enclosed as **annexure-I** at chapter-VI of this tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has not completed any work. Supportive certificates from the organizations with whom the tenderer worked should be enclosed giving description of work, value of work at the time of award, date of award, scheduled date of completion, date of actual start, actual date of completion final value of contract etc.
- 19.3 **List of works in hand:** Tenderer is required to submit, along with his tender, particulars of all works in hand for the Railways or for any other client in the Performa enclosed as **annexure-II** to chapter-VI of this tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has no works in hand. Supportive documents from the organizations with which the tenderer is workings should be enclosed giving description of work, contract value, date of award, approximate date value of balance work.
- 19.4 **Banker's solvency certificate:** Tenderer is also required to enclose, along with his tender, Banker's solvency certificate showing financial capabilities of the tenderer. The Railway reserves the right to treat the tenderer as having no financial capability to handle such a work in absence of such certificate.
- 19.5 **List of court cases and arbitration cases:** Tenderer is also required to submit, along with his tender, list of arbitrations demanded from any clients during the last five years preceding the date of closing of this tender as per annexure-III-A at chapter-VI of this tender document. The tenderer is also required to submit, along with his tender, list of court cases filed against any clients during the last five years preceding the date of closing of this tender as per **annexure-III-B** to chapter-VI of this tender document.
- 19.6 **List of personnel and organisation:** Tenderer is required to submit, along with his tender, list of Personnel and organisation available on hand (own) and proposed to be engaged for the subject work in Performa given in **annexure-V** at chapter-VI of this tender document. The tender without this information may be treated as if the tenderer has no personnel and organisation and that no personnel and organisation are proposed to be engaged for the subject work.

## **20.0 BID SECURITY/EARNEST MONEY:**

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

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

**Note:** (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the \*\*\*\*\* Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

#### **21.0 TENDER WITHOUT BID SECURITY:**

Bidders without Bid Security shall be summarily rejected.

#### **22. PERFORMANCE GUARANTEE**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.
- In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

**Note:** The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and **Additional Performance Guarantee** as per clause 16 (4)(h) in any of the following forms:

- i) A deposit of Cash;
- ii) Irrevocable Bank Guarantee;
- iii) Insurance Surety Bond as per annexure XVII.

**If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:-**

| Bid quoted in % of advertised cost | Additional Performance Guarantee (%) |
|------------------------------------|--------------------------------------|
| Below 0 – 5% (inclusive)           | Nil                                  |
| Below 5%                           | 5%                                   |

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the contract value:
- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;

- (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) 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;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor 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 3% (three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (three percent) of the decrease in the contract value shall be returned to the Contractor.
- The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Work completion certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of the GCC

#### **FALSE AND OR INCOMPLETE STATEMENTS**

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

1. If such issues come to light at tender stage, full amount of his earnest money shall be forfeited.
2. In cases where such issues come to light at contract stage, the rights available to the Railway under **GCC-April-2022 with all correction slips during currency of contract** shall be applicable.

#### **23.0 QUOTATIONS OF RTESA**

- 23.1 **Quoting rates for all items of the schedule:** Tenderer shall quote his rates online in the tender schedule wherever the portal demanded for quoting the rate. However, quantities of individual items involved in the work are shown in the attached schedule for guidance only and are subject to variation according to requirement of the Railway. The Railway does not guarantee work under each item or each schedule.
- 23.2 **Change in quantities and items:** The Railway reserves rights to modify any or all items of the schedules including deletion of any of the item. Therefore, tenderer should quote reasonable and workable rate for each of the item. The contractor shall not be entitled for any revision of rates due to such increase/decrease in quantities of items and payment shall be made on the basis of



actual quantities executed under various items and at the accepted rates thereof.

- 23.3 **Fluctuation in market rates:** Rates quoted by tenderer and accepted by the Railway shall hold good till completion of the work and are not subject to fluctuation of any kind, save and except what is admissible under the price variation clause, if provided for in the tender document and applicable in the case.
- 23.4 **Rates to include all taxes:** Rates quoted by tenderer shall be inclusive of all taxes levied by the central government, state governments, municipal corporations, local bodies or any other authorised bodies.
- 23.5 **Rates in Indian Rupee:** Rates should be quoted in Indian Rupees only.

#### **24.0 REBATE -**

- 24.1 If tenderer wishes to give rebate on the rates quoted by him, the same shall be quoted by him on-line in tender schedule in the website. It is to be noted that such rebate, if offered, shall apply on rates for all items of the work and on all schedules of this tender document. Such a rebate should be totally unconditional.
- 24.2 In case tenderer does not wish to give any rebate, he should quote zero in the specific location of the tender schedule in the website. In case nothing has been quoted by the tenderer during online submission of tender, it shall be treated as 'Zero' by default and accordingly cost of offer and inter-se position will be calculated and decided by the system itself.
- 24.3 If tenderer gives any other type of rebate, conditional or otherwise, such a rebate shall **not be considered for evaluation of this tender**, although the Railway may avail of the same in case this tender is awarded to such tenderer.

#### **25.0 SPECIAL CONDITIONS BY TENDERER**

- 25.1 Tenderer is normally not expected to quote any special condition or stipulation of his own rather is expected to submit his tender in accordance with the conditions and stipulations contained in this tender document. However, if the tenderer wishes to quote any special condition and or stipulation or wishes to intimate the Railway of any matter of importance, he may do so through a letter which should be submitted on line during the submission of the tender as Annexure. Such stipulations and conditions shall be part of the contract agreement in case of acceptance of his tender only to the extent explicitly accepted by the Railway. The Railway, however, reserves rights not to accept any such special condition and stipulation made by the tenderer and may reject such tender as unacceptable without any reference to the tenderer; may ask the tenderer to withdraw any or all such stipulations before accepting his tender and, in the event of his refusal to do so, may not accept his tender.
- 25.2 In cases where tenderer makes special conditions and or stipulations, he shall also indicate, along with such conditions and stipulations, the cost of withdrawal of the same. The Railway reserves the rights either to accept such conditions and stipulations made by such tenderer or to accept the cost thereof at its sole discretion. If such cost is not indicated, it will be construed that the tenderer is not in a position to withdraw these conditions at any cost and his tender may be adjudged accordingly without any reference to the tenderer.

#### **26.0 OMISSIONS AND DISCREPANCIES**

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

#### **27.0 UNFORTUNATE SITUATION**

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

#### **28.0 MAINTENANCE PERIOD OF THE WORK**

The work shall be maintained for a period specified in the relevant special condition beyond the date of completion.

## **29.0 LATE TENDER AND DELAYED TENDER**

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

## **30.0 CLARIFICATIONS ON THE TENDER SUBMITTED**

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

## **31.0 NEGOTIATION**

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

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

## **32.0 COUNTER OFFERS**

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

## **33.0 ACCEPTANCE OF TENDER**

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

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

## **34.0 LETTER OF ACCEPTANCE**

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

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

## **35. SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES:**

This will be follow as per current Indian Railway General Condition of Contract (IR GCC).

**NOTE: All other terms & conditions which is not mentioned in tender document will be Followed as per IR GCC April 2022 and their correction slip.**

**DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICERS WITH THE TENDERER**

| S N | NAME OF OFFICER | RELATION OF THE OFFICER WITH THE TENDERER | DESIGNATION AND PLACE OF POSTING OF THE OFFICER WHILE WORKING ON RAILWAYS | DATE OF RETIREMENT OF THE OFFICER | PARTICULARS OF THE PERMISSION TAKEN FOR ASSOCIATION WITH THE TENDERER | HAS ALL NECESSARY CERTIFICATES ENCLOSED |
|-----|-----------------|---|---|-----------------------------------|---|---|
| 1   | 2               | 3   | 4   | 5                                 | 6   | 7                                       |
|     |                 |   |   |                                   |   |   |

**DETAILS OF WORKS COMPLETED BY THE TENDERER DURING LAST THREE YEARS**

| SN | NAME OF WORK AND CONTRACT AGREEMENT NUMBER | NATURE OF WORK | NAME AND ADDRESS OF CLIENT/DEPT. | ORIGINAL CONTRACT VALUE | DATE OF AWARD OF WORK | SCHEDULED DATE OF COMPLETION | ACTUAL DATE OF START OF WORK | ACTUAL DATE OF COMPLETION | PAYMENT RECEIVED UP TO DATE | FINAL VALUE OF CONTRACT |
|----|--|----------------|----------------------------------|-------------------------|-----------------------|------------------------------|------------------------------|---------------------------|-----------------------------|-------------------------|
| 1  | 2  | 3              | 4                                | 5                       | 6                     | 7                            | 8                            | 9                         | 10                          | 11                      |
|    |  |                |                                  |                         |                       |                              |                              |                           |                             |                         |

**DETAILS OF WORKS THE TENDERER PRESENTLY ON HAND**

| S<br>N | NAME OF<br>THE WORK<br>AND<br>CONTRACT<br>AGREEMENT<br>NUMBER | NATURE<br>OF THE<br>WORK | NAME AND<br>ADDRESS<br>OF<br>CLIENT/DEP<br>T. | ORIGINAL<br>CONTRACT<br>VALUE | DATE<br>OF<br>AWARD<br>OF THE<br>WORK | SCHEDULED<br>DATE OF<br>COMPLETION | PAYMENT<br>RECEIVED<br>UP TO DATE | APROXIMA<br>TE VALUE<br>OF<br>BALANCE<br>WORK | REMA<br>RKS |
|--------|---|--------------------------|---|-------------------------------|---------------------------------------|------------------------------------|-----------------------------------|---|-------------|
| 1      | 2   | 3                        | 4   | 5                             | 6                                     | 7                                  | 8                                 | 9   | 10          |
|        |   |                          |   |                               |                                       |                                    |                                   |   |             |

**LIST OF ARBITRATION CASES OF THE TENDERER DURING LAST FIVE YEARS**

| SL NO | NAME<br>OF<br>WORK<br>S | VALUE<br>OF THE<br>WORK | NAME OF<br>CLIENT/DEPTT. | AMOUNT OF<br>CLAIM<br>PREFERRE<br>D WITH<br>DATE | CLAIM OF<br>THE<br>DEPTT, IF<br>ANY | BRIEF<br>REASON<br>FOR THE<br>DISPUTE | PRESENT<br>POSITION<br>OF THE<br>CASE |
|-------|-------------------------|-------------------------|--------------------------|--|-------------------------------------|---------------------------------------|---------------------------------------|
| 1     | 2                       | 3                       | 4                        | 5  | 6                                   | 7                                     | 8                                     |
|       |                         |                         |                          |  |                                     |                                       |                                       |

**LIST OF COURT CASES OF THE TENDERER DURING LAST FIVE YEARS**

| SL NO | NAME OF WORKS | VALUE OF THE WORK | NAME OF CLIENT/DEPT T. | NAME OF THE COURT | REFERENCE AND DATE OF FILING THE CASE | RELIEF SOUGHT | BRIEF REASON FOR THE DISPUTE | PRESENT POSITION OF THE CASE |
|-------|---------------|-------------------|------------------------|-------------------|---------------------------------------|---------------|------------------------------|------------------------------|
| 1     | 2             | 3                 | 4                      | 5                 | 6                                     | 7             | 8                            | 9                            |
|       |               |                   |                        |                   |                                       |               |                              |                              |

**DETAILS OF PLANT AND MACHINERY WITH THE TENDERER**

List of plant and Machinery available on hand (own) and proposed to be inducted (own and hired) for the subject work should be given separately:

| S<br>N | DESC<br>RIPTION<br>OF<br>PLANT<br>AND<br>MACHI<br>NERY | NO.<br>OF<br>SUCH<br>PLANT<br>AND<br>MACHI<br>NERY | DATE<br>OF<br>PURCHA<br>SE AND<br>OWNER | MANUFA<br>CTURER<br>AND<br>DATE<br>OF<br>MANUFA<br>CTURE | DRIVEN<br>BY<br>PETROL/<br>DIESEL/<br>ELECTRI<br>C | CONDITION<br>OF THE<br>PLANT AND<br>MACHINER<br>Y | WHERE CAN<br>IT BE<br>INSPECTED | OWNED/P<br>ROPOSED<br>TO BE<br>OWNED<br>FOR THE<br>WORK | FROM WHOM IT<br>WOULD BE<br>HIRED |
|--------|--|--|---|--|--|---|---------------------------------|---|-----------------------------------|
|        |  |  |   |  |  |   |                                 |   |                                   |
|        |  |  |   |  |  |   |                                 |   |                                   |



**DETAILS OF PERSONNEL AND ORGANIZATION OF THE TENDERER**

List of Personnel and Organisation available on hand (own) and proposed to be engaged for the subject work should be given

| SN | NAME OF<br>PERSONNEL | AGE | TECHNICAL<br>QUALIFICATION | RELATION<br>WITH THE<br>TENDERER | COMMENCEMENT<br>OF<br>PRESENT<br>EMPLOYMENT | TOTAL<br>EXPERIENCE | EMOLUMENT |
|----|----------------------|-----|----------------------------|----------------------------------|---|---------------------|-----------|
| 1  | 2                    | 3   | 4                          | 5                                | 6   | 7                   | 8         |
|    |                      |     |                            |                                  |   |                     |           |

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

I.....(Name and designation)\*\*appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of ..... as per the tender No. .... of .....(Railway)\*\*; do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.ireps.gov.in](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. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) \*\* ..... and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE  
OF THE TENDERER

Place:  
Dated:

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

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

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

**1.** I/we certify that . . . . . (Constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/ Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ Member of the partnership firm/LLP/JV/Society/Trust.

**2.** I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent authority. I/We hereby certify that I/We fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:  
Dated:

(Para 20 of the Instructions to Tenderers)

**(Bid Security)**

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

Name of the Bank: -----

President of India,

Acting through .....,

..... Railway,

Beneficiary: ..... Railway

Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....[insert date of issue] till .....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

|             |  |
|-------------|--|
| IFSC CODE   |  |
| IFSC TYPE   |  |
| BANK NAME   |  |
| BRANCH NAME |  |
| CITY NAME   |  |
| ADDRESS     |  |
| DISTT       |  |
| STATE       |  |
| BG ENABLED  |  |

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

Date .....

Place..... Bank's Seal and authorized signature(s)

[Name in Block letters] .....

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

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

**SCOPE OF WORK, PAYMENT, PENALTY, AND ESTIMATED SCHEDULE OF RATE**

**Name of work:-** Comprehensive Annual Maintenance contract (CAMC) for 05 years of Hydraulic Horizontal Tensile Testing Machine, Cap.- 200T, Make-M/s Marwaha Manufacturing Company, New Delhi Plant no.-10873/CH of Jamalpur Workshop.

**SCOPE OF WORK WITH TECHNICAL DETAILS FOR CAMC (PLANT NO. 10873)**

The maintenance schedule as fixed has to be followed for 05 years of CAMC. The details scope of work is as under following-

**A. QUARTERLY PREVENTIVE MAINTENANCE**

**1. Hydraulic Power Pack Maintenance System maintenance:**

- (a) Hydraulic oil tank to be cleaned and to keep oil level in tank up to desired level. If oil level indicator is near/below the lower limit, it is required to add enough hydraulic oil to raise the level up to the upper limit.
  - (b) Squirrel cage Electric motor, 15HP to be checked and confirm its proper working.
  - (c) Vane Pumps /Plunger pumps to be checked to ensure its proper works.
  - (d) Solenoid valve, D.C valve, check valve, pilot operated check valve, flow control valve, Pressure Relief valve to be checked and ensure their proper working. Repair/ Replace them if required.
  - (e) Hydraulic oil cooling fan to be checked to ensure proper cooling of return hydraulic oil tank.
  - (f) Air breather to be checked.
  - (g) Thermostat to be checked.
  - (h) Hydraulic Hose Pipe to be checked and replace if any leakage or bad condition of hose pipe noticed.
  - (i) The network of pipe line to be checked to ensure it free from any cut/leakage.
  - (j) Suction filter, return line filter to be checked and replace if any defect.
  - (k) Cylinder-Piston/Ram assembly shall be adequately sealed to prevent leakage.
- Movable part of moving bed to be cleaned and lubricated

**2. Electrical/Electronics**

Its Electrical /Electronic portion consist of

- (i) Control Panel – to be checked thoroughly in respect to DRO Display, Reset Micro Switches, Push Buttons, Selector switch, Lamp indicators etc.
- (ii) Control Module - to be checked in respect to Sensor, Control, Relay, Display, Fuse
- (iii) Computer- to be checked and attended to ensure its good working condition.
- (iv) Printer- to be checked and attended to ensure its good working condition.
- (v) UPS- to be checked and attended to ensure its good working condition.

All the above five units to be checked, cleaned and ensure their proper working. If any item is found faulty it must be repaired & replaced if required.

- Main motor capacity 15 HP to be checked properly for smooth working as Vane pump of Hydraulic Power Pack is driven by this motor which deliver pressure to double acting cylinder piston assembly. Repairing and rewinding of Induction Motor as and when required.
- Electrical wiring to be checked properly to ensure proper current flow in electrical circuit. Damaged wire to be replaced.

- Push buttons for 'Motor OFF' & 'Motor ON' Solenoid valves etc to be checked and replaced if required.
- Switch for Filter Choke, Oil level etc to be checked and replace if required.
- Solenoid valves for reverse motion, forward motion and high motion to be checked and repair /replace if required.
- Contactor for Pump Motor and cooling fan motor to be cleaned and replace if required.
- Limit switches to be checked and replace if required.
- MCB to be checked to ensure its proper working.
- Transformer (220 V to 12V) to be checked to ensure proper working.
- All the Relays to be checked to ensure proper working.
- Pressure Transducer to be checked for proper working.
- Rectification of software and Programming related problem as and when required.

**Note:** In addition to above work any trouble comes in notice in order to carry CAMC of machine those should be attended and rectified.

Expert service engineer will be sent by firm to carryout above preventive scheduled maintenance of the Plant as scope of work on quarterly basis and breakdown maintenance as when required.

In addition to above schedule work, firm has to replace/repair Mechanical & Electrical spare parts free of cost for proper repair and smooth functioning of machine.

**During CAMC the Railway shall provide the following:**

- (i) Railway shall provide the Plant for preventive maintenance for minimum 08 Hrs. per day during each quarterly CAMC maintenance.
- (ii) Railways shall provide required power as and when required for the above maintenance.
- (iii) Railways shall provide Hydraulic Oil, Lub. Oil when required for the above maintenance.
- (iv) Railway shall permit to work in Railway premises if required to be given by the Railway and to bring in service-related raw materials (chemicals), tools and tackles and maintenance spare parts from outside in Railway premises as and when required.
- (v) Railway shall provide clear path to carry material, tool & tackles to and from the plant.
- (vi) Railway shall provide lockable space to store the chemicals, tools and tackles etc, if required.
- (vii) Railway shall carry out routine inspection of work done by the firm.
- (viii) Railway authority shall record the work done by the firm done by the firm with joint signatures, to enable the firm to claim payments on Quarterly basis.

**SCHEDULES OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:**

The contractor taking CAMC will carry out 04 visits in year for CAMC & additional visit for Break down Attention whenever required as below:

- (a) The contractor taking annual maintenance contract with Railways will carry out 04 quarterly PVM per year during the Comprehensive Annual Maintenance Contract with additional visits for breakdown attention as and when required by the Railway.
- (b) Preventive maintenance shall preferably be conducted on weekends through mutual understanding with the consignee. Each preventive maintenance schedule normally shall not exceed three days. The total downtime (grace period) for preventive maintenance will be 03 days.
- (c) Railway and the contractor will mutually decide the period and exact time of quarterly visit for scheduled maintenance work. However, each quarterly PVM will be carried out latest by the first week of every third month
- (d) Availability of the Machine will be ensured by Railway for due PVM on the agreed dates.

### **Breakdown maintenance:**

Breakdown maintenance of the machine means to attend defect/breakdown in any system of the machine whenever required.

Railway can also call the service engineer of the contractor who has been assigned to attend the machine, in addition to scheduled visit mentioned above. In such cases, Railway expects that the service engineer from the contractor should report at site within three days (72 hours) from the receipt of intimation from the consignee, excluding weekend (which is Sunday) and the holiday. Three days period after the failure report shall be treated as grace period which will not count towards plant down time for up to one failure per quarter and a maximum of four failure per annum. In case the number of failures exceed one during any quarter or four during any year of AMC, grace period of only two days will be permissible for such additional failures. Two days grace period will be permissible only for one additional failure per quarter. No grace period will be permissible from 3<sup>rd</sup> failure in a quarter. Complaints shall be lodged by consignee by email, letter, phone, fax, or per bearer at address given by the tenderer. The responsibility to keep the failure/Breakdown reporting address details current, will rest with the tenderer.

In case preventive maintenance is carried out along with the breakdown maintenance schedule, preventive maintenance time will be deducted from breakdown time of the plant.

For above work, the firm shall depute their manpower for providing scheduled maintenance of the Plant on quarterly basis and for breakdown maintenance, as and when required, for which the firm will attend and replace/repair all the defective spares parts free of cost.

### **Indemnity by Contractors:**

The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

#### **1. PAYMENT:-**

The payment will be made by our associated accounts i.e. Dy. CAO (W)/WAO(IC)/Eastern Railway /Jamalpur after completion of every quarterly maintenance schedule. The firm may claim their bill for each quarterly visit. The bill has to be submitted within 30 days from the end of that quarterly period. The following documents must be submitted along with bill failing which bills may not be accepted.

- a) A Joint inspection report between firm's representative and Railway representative in triplicate for specific quarterly maintenance schedule and all breakdown visit separately.
- b) Consignee's certificate for work done as per Performa – "A" with calculation of down time and penalty applicable.
- c) Sharmikkalyan Portal details (Verified LOA, Labour wages, declaration).

**"On-Account " Payments** : 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 he 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 his and that the Manager may withhold any certificate, if the services or any part thereof are not being carried out to his satisfaction.



**Rounding Off Amounts** : 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.

**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.

**Manner Of Payment** : The payments would be released in the manner as specified by the Railway Board time to time.

### **SECURITY DEPOSIT:**

The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the Railways.

**Note:** After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

**REFUND OF SECURITY DEPOSIT:** Security Deposit shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Warrantee Certificate issued, on expiry of the warrantee period in case applicable.

### **FORFEITURE OF SECURITY DEPOSIT:**

Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited. No interest shall be payable upon the Earnest Money and Security Deposit.

## **Performa – A**

### **Consignee Certificate's for Quarterly work done under AMC**

1. Name of Plant :
2. Consignee :
3. LOA No. / Agreement No. :
4. Name of Contractor :
5. Quarterly charges for AMC (Standard):
  
6. Quarter for which bills are preferred:
7. No. of Breakdown during the quarter:
8. **Calculation of Penalty and net AMC charges payable to Contractor for the quarter**
  - i) Total plant down time (in days) :
  - ii) Standard down days for preventive maintenance (in days/quarter) :
  - iii) Total grace period for breakdown :
  - iv) Net down time for the plant = [(i) - {(ii) + (iii)}] =
  - v) 100% availability for the quarter (in days):
  - vi) Actual availability = [(v) - (iv)] =  
Actual availability in % age = [{(vi) hrs. / (v) hrs} x 100] = %
  - vii) Calculation of Penalty :
    - a. % age availability below 90% to 80% : %
    - b. % age availability below 80% : %
    - c. Penalty [= {(vii. a) x (5) x 0.005 + (vii. b) x (5) x 0.01}] :
  - viii) Net amount payable AMC charges [= (5) Rs. – (vii. c) ] :
9. It is certified that all spares borrowed by the contractor for the previous quarter have been returned in good condition.

Signature of authorized representative  
of consignee

## 2. PENALTY CLAUSE :

Penalty shall be levied on the tenderer for maintaining plant up time below the limit of 90% calculated on working days basis, after discounting for grace period and preventive maintenance period. Penalty shall be calculated as %age of quarterly payment and will be deducted from the respectively quarterly payments. Penalty calculation will be done over quarterly payment period. Any deficiency or break down for a total of 02 hr. or more for a day would be treated as failure for the whole day for calculating the availability of the machine (Proforma-A).

| Sl. No. | Availability Slab | Applicable Penalty   |
|---------|-------------------|--|
| 1       | 90% to 80%        | 0.5% for every 1% (or part thereof) reduction in availability of plant below 90% |
| 2       | Below 80%         | 1% for every 1% (or part thereof) reduction in availability of plant below 80%   |

Plant up time of less than 60% for two consecutive quarters will constitute complete failure of tenderer to provide the AMC services successfully; the AMC (PG) Performance Guarantee will be forfeited. This will be in addition to penalty clause 03 above for the period of actual performance.

- (a) In all cases of plant failure except as mentioned in clause 4 (b), any spare part or material necessary to restore the plant to proper working order will be arranged by the tenderer as a part of AMC.
- (b) In case of damage to machine on account of any external factor, viz., flood, earthquake, fire arson or sabotage, entire cost of spare parts and material necessary for repair of the plant shall be borne by Railway. However, the tenderer shall provide service of their engineers free of cost as a part of AMC of restore the plant to working order.
- (c) In case of damage to plant as mentioned in para 4(b), any spare parts and material necessary to restore the plant to proper working order shall be arranged by the tenderer and charged on actual basis duly certified by authorized railway official in the next quarterly bills. The rates charged for such spare parts shall be based upon the current OEM's part rates accepted by COFMOW in their latest AT for a similar machine. The tenderer shall furnish one of these documents to support the rates charged for spares used for repair under para 2(b).

### **The detail terms and condition of Annual Maintenance Contract is as follows:**

Tenderers are required to quote for a comprehensive Annual maintenance contract for the machine supplied against this specification for a period of five years on yearly basis giving the rates for each year i.e. 1<sup>st</sup> year, 2<sup>nd</sup> year, so on, which will be inclusive of all spares, material and labour cost. The duties and taxes as applicable should be indicated separately.

The duration of CAMC shall be 5 years. Rates for CAMC shall be quoted by the tenderer on yearly basis, which will remain applicable during the duration of CAMC and **not subject to any variation** except any statutory changes in taxes and duties as compared to quoted rate.

The tenderer must provide CAMC service at the consignee location without any precondition. The AMC should include complete responsibilities for the bought out sub assemblies and components.

The details of preventive maintenance services including cleaning of machine to be provided under CAMC shall be provided by the tenderer in the following format.

| Sl. No. | Type of preventive schedule | Periodicity | Items to be checked | Items of replacement | Expected plant down time |
|---------|-----------------------------|-------------|---------------------|----------------------|--------------------------|
|---------|-----------------------------|-------------|---------------------|----------------------|--------------------------|

Preventive maintenance shall preferably be conducted on weekends through mutual agreement with the consignee. Each preventive maintenance schedule normally shall not exceed 03 day. The total downtime (Grace period) for preventive maintenance will be 03 days.

In case preventive maintenance is carried out along with brake down maintenance schedule, preventive maintenance time will be deducted from brake down time of the plant.

**PLACE OF WORK:**

The work shall be carried out at Locomotive Workshop, Eastern Railway/ Jamalpur, Dist.- Munger, Pin-811214, State- Bihar.

### SCHEDULE OF RATE

E-Tender No. **F- Dy- CME-Prod-OFF-CAMC-II-10873**

Note:- Rate should be quoted item wise separately in each column.

I/We offer the rates as well as the cost for “**Comprehensive Annual Maintenance contract (CAMC) for 05 years of Hydraulic Horizontal Tensile Testing Machine, Cap.- 200T, Make–M/s Marwaha Manufacturing Company, New Delhi Plant no.-10873/CH of Jamalpur Workshop**” inclusive all spares, materials and labour cost are as follows:-

| SL No.   | Description of job  | Units              |           | Rate per year     | GST @ 18 % | Total Amount |
|----------|---|--------------------|-----------|-------------------|------------|--------------|
|          |   | No.                | Unit      | Material + Labour |            |              |
|          |   |                    |           | Rs.               | Rs.        | Rs.          |
| <b>1</b> | 1 <sup>st</sup> year Comprehensive Annual Maintenance contract (CAMC) | (04) times in year | Quarterly |                   |            |              |
| <b>2</b> | 2 <sup>nd</sup> year Comprehensive Annual Maintenance contract (CAMC) | (04) times in year | Quarterly |                   |            |              |
| <b>3</b> | 3 <sup>rd</sup> year Comprehensive Annual Maintenance contract (CAMC) | (04) times in year | Quarterly |                   |            |              |
| <b>4</b> | 4 <sup>th</sup> year Comprehensive Annual Maintenance contract (CAMC) | (04) times in year | Quarterly |                   |            |              |
| <b>5</b> | 5 <sup>th</sup> year Comprehensive Annual Maintenance contract (CAMC) | (04) times in year | Quarterly |                   |            |              |
|          | <b>Total Amount (In Rs.)</b>  |                    |           |                   |            |              |

**NOTE: Quoting rates for all items of the schedule:** Tenderer shall quote his rates online in the tender schedule on IREPS portal wherever the portal demanded for quoting the rate.

**EASTERN RAILWAY**  
**Mechanical Department**

**SCHEDULE OF ITEMS [SCHEDULE – E (REBATE)]**

Open E-Tender No. **F- Dy- CME-Prod-OFF-CAMC-II-10873**

**Name of the Work:-** Comprehensive Annual Maintenance contract (CAMC) for 05 years of Hydraulic Horizontal Tensile Testing Machine, Cap.- 200T, Make-M/s Marwaha Manufacturing Company, New Delhi Plant no.-10873/CH of Jamalpur Workshop.

I/We offer a general rebate of \_\_\_\_\_ % ( \_\_\_\_\_ ) as lump sum rebate on all items of all the schedules.

**NOTES:**

1. If any tenderer wishes to give rebate on the rates quoted by him, the same may be filled up by him in this schedule.
2. It is to be noted that such rebate, if offered, shall apply on rates quoted for all items in all the schedules of this tender document. Such a rebate shall be totally unconditional.
3. In case tenderer do not wish to give any rebate, he should write 'NIL' in this schedule.
4. In case nothing has been filled in by tenderer in this schedule, it will be treated as 'NIL' and shall be so recorded in the blanks above at the time of opening of this tender by the officials opening this tender.
5. If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender. However, if his tender is accepted by the Railway, it will avail the aforesaid rebate.

Witness:

1. Signature \_\_\_\_\_  
Name & Address \_\_\_\_\_
2. Signature \_\_\_\_\_  
Name & Address \_\_\_\_\_

Signature of Tenderer(s)  
Dated: \_\_\_\_\_

**SPECIAL TERMS & CONDITIONS**

In addition to all the Terms & conditions specified in Indian Railways Standard General Conditions of contract issued in April-2022 by Rly. Boards with all correction slips up to date.

The following Special Terms & Conditions is to be followed:-

1. The contractor has to be fully aware of the conditions of the Comprehensive Annual Maintenance contract (CAMC) for 05 years of Hydraulic Horizontal Tensile Testing Machine, Cap.- 200T, Make-M/s Marwaha Manufacturing Company, New Delhi Plant no.-10873/CH of Jamalpur Workshop to be under taken till its completions.
2. The technical conditions as fixed has to be followed for entire period of contract.
3. Rate should be offered as per schedule. No break up of rates will be accepted.
4. The successful tenderer(s) must have to submit the Performance Guarantee as per Indian Railways Standard General Conditions of contract.
5. The work should be started within 07 days after issue of Letter of acceptance or handover the plant.
6. The work should be completed within the specified period from the date of physical start of work.
7. All preventive measures about safety and required formalities have to be taken by the contractor during execution of work. If any mishap occurs during execution of work, the contractor will remain fully responsible for.
8. All materials, tools and plants required for execution of the work are to be arranged by the contractor.
9. Break down Maintenance:-
  - i) The Railways can call the Service Engineer of the Contractor, in case of an emergency other than the scheduled visits. In that case Railways expect that the service Engineer from the Contractor should report at site within specific time.
  - ii) There will be no extra charges for the additional visit.
  - iii) Service engineer shall visit workshop with prior intimation regarding the schedule maintenance to every quarterly schedule to identify the faults and accordingly replace the defective parts. Breakdown maintenance attention will not be considered as schedule maintenance. Separate schedule maintenance chart should be supplied at the beginning of the year.
  - iv) The Contractor will not claim any additional charges toward fitment of the spares, expenses of service engineer e.g. lodging, boarding, to and from conveyance for the quarterly, additional and any emergency visit.
  - v) A joint note duly signed by the Railway representative and the service engineer. As a token of satisfactory service given by the firm is to be prepared and submitted to this office by the firm.
  - vi) The filled up proforma-A as mentioned in payment clause is to be prepared and jointly signed by the Railway representative and the service engineer is to be submitted by the firm along with the bill.
  - vii) Railway will not be responsible for any fault in the machine arising out of the maintenance work or for any fault in the machine arising during AMC for which contractor will not claim liability on Railway.
  - viii) The firm/Service engineer of the firm should submit the list of spares fitted/replaced during the maintenance after every visit and Railway will issue a certificate as a token of satisfactory service given by the service engineer of the firm for quarterly work done under CAMC.
  - ix) The contractor shall be responsible to put in order of any breakdown within 72 hours from the time of Telephonic information on the prescribed Telephone / Cell No. which will be available with contractor or his representative.
10. Mandatory updation of Labour data on Railway's Sharmikkalyan Portal by contractor (refer Rly.Bd's letter no. 2018/CE-I/CT/4 dtd 17.10.2018)- All contractors are required to upload details of their LOAs, engaged workman, wage payment details, PF/ESI details etc on monthly basis. The details so uploaded shall be available in public domain.  
The contractor shall be responsible for payment of minimum wages & other statutory benefits to contract labours (ref Chief Planning & Design Engineer/ER letter no. W(2) 623/25/Sharmikkalyan Kolkata dtd 17.05.2019).

Signature of Tenderer(s)  
Dated: \_\_\_\_\_

**SPECIAL CONDITIONS AND SPECIFICATIONS – TYPICAL FOR THE WORK**

**1. Minimum Wages Act**

Contractor should abide by the Minimum wages act with the labour in the region as applicable as per General Condition of Contract April-2022.

**2.0 GENERAL**

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

(a) Indian Railways Standard General Conditions of contract issued in April-2022 by Rly. Boards.

(b) The USSOR 2011 edition, hereinafter referred to as USSOR 2011 for specifications and rates.

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

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

**3.0 PLYING OF ROAD VEHICLES NEAR RUNNING RAILWAY LINE:**

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

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

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

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

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

**4.0 PREVENTION OF ACCIDENTS:**

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

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



- 4.3 The contractor shall protect the site of the work, excavated areas etc by adequate fencing and or other suitable means to prevent accidents to his own workmen, the railway men or any member of the public.
- 4.4 If any accident takes place, total cost of damage including the cost of treatment, loss and or compensation to all affected person/organisation and the Railway shall be payable by the contractor. In case the Railway, under any circumstance or law of the country, pays such damage, the same shall be fully recovered from the contractor dues.
- 5.0 **RECOVERY OF INCOME TAX:**  
In terms of section 101 (c) of the Income Tax Act, 1961, Income Tax including surcharge levied thereon shall be deducted, without any exception, from all payments made to the contractor by the Railway in discharge of this contract at the rate notified by the Central Government at the time of making such payments and deduction certificates would be issued to the contractor on his request. The contractor is advised to settle his final account with the respective Income Tax Officer.
- 6.0 **RECOVERY OF GOOD SERVICE TAX:**  
GST levied thereon shall be deducted, without any exception, from all payments made to the contractor by the Railway in discharge of this contract at the rate notified by the Government at the time of making such payments. The contractor is advised to settle his final account with the respective GST Officer.
- 7.0 **Inspection of Registers and Records:**  
The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineer's representative. The Contractor's representative will maintain the following registers at site.
- 7.1 **Site Order Register –**  
The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.
- 7.2 **Labour Register -**  
This register will be maintained to show daily strength of Labour in different categories employed by the Contractor.
- 7.3 **Log Book of events** – All events is required to be chronologically logged in this book date and shift wise.
- i. **Wages Register**  
This register will be maintained by the contractor to show the wages paid to the labour. The labour deployed by contractor for the entire work must have individual bank Account in their own name. The payment to the labour by contractor shall be made as per the latest minimum wages issued from Chief Labour Commissioner through bank account of individual Labour only. The tenderer should enclose the copy of bank statement showing that payment has been made to bank account of the Labours for previous month while submitting the bill. The tenderer should submit PF code numbers after the acceptance of contract before submitting the bill. The tenderer has to deposit requisite PF and ESI amount in respect of individual labours. The copy of remittance for PF and ESI should be enclosed along with bill. Senior Section Engineer/wagon repair shop has to certify for the amount shown in the wages register has been paid to the labour by the contractor.
- ii. **Display of Notice**  
The contractor has to display of notice showing the Name of the contract, contractor name, number of labours engaged, rate of wages, hours of work, wage period, date of payment of wages and date of payment of unpaid wages, in English, Hindi at the worksite. All registers at item (i) to (iv) mentioned as above and if required any, will be maintained by the contractor and signed by the contractor & Senior Section Engineer.
- 8. TERMINATION:**
- 8.1 Jamalpur Workshop reserves the right to either short close or terminates the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.
- 8.2 If the Contractor fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, Railways may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the Contractor any damage suffered by it on account of the failure,

negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the Contractor under this contract.

- 8.3 The contract may be terminated at any time without paying any compensation whatsoever to the Contractors in case of misbehaviour, disobedience, dishonesty, clandestine insolvency of company, any court order, non sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 8.4 If a Contractor after award of contract fails to submit the Performance Guarantee and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated. Railways may enter into parallel contracts simultaneously with any other Contractors as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects.

9. **RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS:**

1. The Railway administration shall not be responsible for any loss or damage to the contractor's materials, equipment, tools and plants due to fire, flood or any other cause whatsoever.
2. The materials issued by the Railway to the contractor for use in the work shall be treated as contractor's materials for this purpose and the contractor shall make good the materials in the event of any loss or damage thereto.
3. Part of the work finished but not taken over by the Railway shall be treated as contractors materials for this purpose and the contractor shall be responsible for making good any loss or damage thereto.

10.0 **SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES:** As per General Condition of Contract- April-2022.

11. **SHARMIKKALYAN:**

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the **Sharmikkalyan** portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOA's issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contract Agreements on **Sharmikkalyan** portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on **Sharmikkalyan** portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advantages' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Sharmikkalyan portal at '**www.shramkkalyan.indianrailways.gov.in**' till \_\_\_\_ Month \_\_\_\_ Year".

**Note**    **Railway not to provide quarters for contractors: (Clause-58 & 59 of GCC) No quarters shall normally be provided by the railway for the accommodation of the contractor or any of his staff employed on the work.**

**12.    EPF and ESI provision:**

Contractor has to submit a proof of complying Minimum Wages Act, ESI Act, EPF Act as applicable prior to passing of bill. These will be in form of attendance records, electronically generated statements of PF accounts and bank passbook and transfer of salary records. Preferably, salary payment should be through online transfer and not cash. In the rare case of it being done through cash, it has to be done in the presence of Railway Representative through Form XVII.

Note: Contractor shall pay the wages to their workers not below the rate of minimum wages, as notified by the State Government or Central government, whichever is higher.

13.    (i) The Provision of Clause 63 and 64 of the General Conditions of Contract will be applicable only for settlement of claims/disputes, for value less than or equal to 20% of the original value (excluding the cost of materials supplied free by Railway) of the contract or 20% of the actual value of the work done (excluding the value of the work rejected) under the contract whichever is less. When claim/disputes are of value more than 20% of the value of the original contract or 20% of the value of the actual work done under the contract, whichever is less, the contractor will not be entitled to seek such disputes/claim for reference to arbitration and the provisions of clause No.-63 & 64 of the General Conditions of contract will not be applicable for referring the disputes to be settled through arbitration.

(ii) The contractor shall furnish his monthly statement of claims as per GCC during the progress of the work and not after completion of the work. All such case claim and disputes shall be settled promptly during the progress of the work. Chief Works Manager shall be the final authority for decision on claim and disputes preferred by the contractor. But, the contractor should seek reference to arbitration to settle the disputes only once, subject to the condition as mentioned in the above para.

14.    In cases of matters which are not specified herein, Indian Railway's General Conditions of Contract (GCC) April-2022 with upto date correction slips will be followed. However, there will be an overall binding of IR's GCC April, 2022 with upto date correction slips over the entire Tendering process & the entire Contract.
15.    For any dispute the decision of the Competent Authority of Locomotive Workshop, Jamalpur is final.

Signature of the tenderer  
Date:

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