



MORADABAD DIVISION
MECHANICAL DEPARTMENT

Tender No. MC-15-CAMC-CE-HW-26

(Two Packet Bidding through E-Tendering website www.ireps.gov.in)

Name of Work: “Comprehensive Annual Maintenance Contract (CAMC) of Cummins Engines (02 nos. NTA14R.430 and 02 nos. QSB5.9G1) of SPARMV/HW for three years at C&W Depot Haridwar of MB Division”.

**Office of the,
Sr. Divisional Mechanical Engineer/C&W
Northern Railway, Moradabad**

Signature of tenderer/s

Sr. DME/C&W/MB

TOP SHEET

The key details are as follows:

a.	Name of Work	Comprehensive Annual Maintenance Contract (CAMC) of Cummins Engines (02 nos. NTA14R.430 and 02 nos. QSB5.9G1) of SPARMV/HW for three years at C&W Depot Haridwar of MB Division”.
b.	Approximate Cost of work	Rs. 1,14,03,890.47 (Rupees One Crore Fourteen Lakh Three Thousand Eight Hundred Ninety and Four-Seven paisa Only) INCLUDING GST @18%.
c.	EMD (Earnest Money Deposit)	Rs. 2,07,100/- (Rupees Two Lakh Seven Thousand One Hundred Only)
d.	Cost of Tender Documents*	E-Tender Forms shall be issued free of cost to all tenderers.
e.	Tender Document available	Website www.ireps.gov.in.
f.	Pre-bid Meeting	Not applicable
g.	Date & Time of Closing of Tender	As mentioned in the E-NIT.
h.	Date & Time of Opening of Tender	Any time after closing.
i.	Validity of Tender	60 Days
j.	Time Period	03 Years
k.	Authority and place for submission of tender cost & Tender Security (EMD), required documents (if any) and seeking clarifications on tender documents	The tender can be bid through e-tendering system only. Office of the Sr. DME(C&W) DRM's Office, Northern Railway Moradabad

Note:

This tender shall be governed by the Indian Railways “General Conditions of Contract for Services-2018” as amended/corrected up to latest correction slips applicable up to date as well as other terms and conditions of contract as stipulated in this tender document.

Tenderers/Bidders are strongly advised to study all the clauses of this document as well as Indian Railways General Condition of Contract for services-2018 as amended/corrected up latest correction slips applicable upto date before bidding.

Signature of tenderer/s

Sr. DME/C&W/MB

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Signature of tenderer/s

Sr. DME/C&W/MB

DISCLAIMER

The information contained in this tender document or subsequently provided to the Tenderers, whether verbally or in documentary form by or on behalf of the Northern Railway, their employees, is provided to the Tenderers on the terms and conditions set out in the tender document and all other terms and conditions subjected to which such information is provided.

The purpose of the tender document is to provide the Tenderers with information to assist in the formulation of their Proposal. The tender document does not purport to contain all the information for all the persons, and it is not possible for Northern Railway, their employees to consider the business/investment objectives, financial situation and particular needs of each tenderer who reads or uses this tender document. Each tenderer should conduct its own investigations, inspection and analysis, and should check the accuracy, reliability and completeness of the information in the tender document and wherever necessary obtain independent advice from appropriate sources. Northern Railway, their employees make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the tender document.

Signature of tenderer/s**Sr. DME/C&W/MB**

INSTRUCTIONS TO BIDDERS

1. The tenderers shall upload scanned copies of all relevant documents and credentials as mentioned in the 'Tender Documents' such as Affidavit, Partnership Deed, MOA & AOA, Certification of Registration, Deed of formation, Power of Attorney, PAN, Company establishment Certificate, Company's work order/agreement copy/completion certificate GSTIN, Experience/Completion Certificate, Audited Balance Sheets, Liquidity Certificate, EPF Challans/bank account statement in support of available manpower, Mandatory Affidavit, etc. as applicable. If, any discrepancy in original and scanned copy as uploaded with the tender of any document & credential instrument is noticed at any stage of tender, then the offer of such tenderers may be summarily rejected.
2. Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested/digitally signed 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.
3. ***No post tender correspondence for submission of additional document pertaining to eligibility shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void.***
4. Submission of Tenders shall be closed on e-tendering website IREPS/GeM portal at the date & time of submission prescribed in NIT after which no tender shall be accepted.
5. Tenderers are requested to read the tender document carefully and filled their rates as per instructions given in Offer Form (Schedule of Rates) as well as tender document.
6. The bidders are required to submit soft copies of their bids electronically on the IREPS/GeM portal.
7. **One Tender per Tenderer:** Each Tenderer shall upload only one tender. If a Tenderer uploads more than one Tender, all the tenders in which he has participated shall be considered invalid.
8. **ASSISTANCE TO BIDDERS:**
 - Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - Any queries relating to the process of online bid submission or queries relating to tender, contact helpdesk of IREPS/GeM portal.
9. It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on e-tendering website IREPS/GeM portal before the deadline of submission. Railway administration will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
10. RAILWAY ADMINISTRATION reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the RAILWAY ADMINISTRATION for rejection of his proposal.
11. Tenderers are advised to keep in touch with e-tendering portal for updates.
12. **Site Visit:**
 - The Tenderers are advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
 - The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
 - The Tenderer shall note General Conditions of Contract (GCC) for Services January-2018 in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.
13. **Labour:** The tenderers attentions is especially drawn to relevant clause of the GCC in relation to the responsibility of the contractor for obtaining and adequate supply of labour, their rates, wages and conditions.
14. Tenderer is not entitled for any claim due to any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the contract and same to be advised for correction if any.

Sr. DME/(C&W)
N.R. Moradabad Division

Signature of tenderer/s

Sr. DME/C&W/MB

BIDFORM (First Sheet)

Tender No : - MC-15-CAMC-CE-HW-26

Name of Work : - “Comprehensive Annual Maintenance Contract (CAMC) of Cummins Engines (02 nos. NTA14R.430 and 02 nos. QSB5.9G1) of SPARMV/HW for three years at C&W Depot Haridwar of MB Division”.

To,
The President of India,
Acting through the
Sr. DME/C&W, N. Rly,
DRM Office, Moradabad
Northern Railway

1. I/We have read the various conditions to the Bid attached here to and agree to abide by the said conditions. I/We also agree to keep this Bid open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our “Earnest Money”. I/We offer to do the work for **“Comprehensive Annual Maintenance Contract (CAMC) of Cummins Engines (02 nos. NTA14R.430 and 02 nos. QSB5.9G1) of SPARMV/HW for three years at C&W Depot Haridwar of MB Division”** in Railway, at the rates quoted in the attached schedule and hereby bind myself / ourselves to complete the work in all respects within stipulated period from the date of issue of letter of acceptance of the Bid.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Service Contracts, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of **Rupees as mentioned in the “Top Sheet” of this tender document** is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:
 - a) 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
 - b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Micro and Small Enterprise registered from (Body approved by Ministry of MSME) with registration No. and terminal validity up to for similar service contracts.
5. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/ service.

Signature of Bidder/s

Date

Address

Signature of tenderer/s

Sr. DME/C&W/MB

BID FORM (Second Sheet)**1. Instructions to bidder and Conditions of bid:** The following documents form part of bid /Contract:

- (a) Bid forms - First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications for Materials and works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of or obtained from the office of the Chief Manager, Railway on payment of prescribed charges.
- (e) Schedule of Rates/Estimated Rates mentioned in offer form.

2. The Bidder(s) shall quote her/ their rates as a percentage above or below or at par the total estimated cost except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.**3.** Tenders containing erasures and/or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her/ them.**4.** The works are required to be completed within a period of One Year from the date of issue of acceptance letter.**5. Earnest Money:**

- (a) The bid must be accompanied by a sum of **Rupees as mentioned in the “Top Sheet” of this tender document** as earnest money deposited in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.

- (b) The bidder(s) shall keep the offer open for a minimum period of **60 days** from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is/are permitted to bid in consideration of the stipulation on her/their part that after submitting her/their bid subject to the period being extended further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

- (c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11 of general Conditions of Contract Service 2018, for the due and faithful fulfilment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

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

6. Right of Railway to Deal with Tenders: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand any explanation for the cause of rejection of her/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

Signature of tenderer/s

Sr. DME/C&W/MB

7. If the bidder(s) deliberately gives / give wrong information in her / their tender or creates / create circumstances for the acceptance of her /their tender, the Railway reserves the right to reject such tender at any stage.
8. If the bidder(s) expire(s) after the submission of her /their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
9. **Bidder's Credentials:** Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.
10. **Manual Bidding is not allowed in any condition in this tender.**
11. **For e- bidding: Relevant guidelines should be followed.**
12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13. **Execution of Contract Documents:** The successful bidder(s) shall be required to execute an agreement with the President of India acting through the **Sr. DME/C&W, DRM's Office, Moradabad, Northern** Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).
14. **Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
15. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 15.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.
- 15.2 The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:
 - (a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.
 - (b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

Signature of tenderer/s

Sr. DME/C&W/MB

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

However, in terms of Railway Board letter no.2002/CE-I/CT/37 dated 14/12/2012, “Joint Venture Firms” shall be applicable to the works tenders of value more than Rs.10 crore (Rupees Ten Crore Only). “JVs/ Consortiums/MOUs” shall accordingly not be considered in this tender.

- (d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.
- (e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

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

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

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

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

- (a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as afore said, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.
- (b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the any department of the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract.

(Signature)

Signature of Bidder(s)

Date _____

Signature of tenderer/s

Sr. DME/C&W/MB
Northern Railway

Sr. DME/C&W/MB

BID FORM (Third Sheet)

Name of Work/Service: “Comprehensive Annual Maintenance Contract (CAMC) of Cummins Engines (02 nos. NTA14R.430 and 02 nos. QSB5.9G1) of SPARMV/HW for three years at C&W Depot Haridwar of MB Division”.

SCHEDULE OF RATES AND QUANTITIES

SN	Item Code	Description of Item of Work	Approx. Quantity	Unit	Unit Rates (in Rs)	Amount (In Rs.)
Schedule A- Cost of CAMC for 1st year.						
1	B Check	B-check of 02 Nos. NTA14R Engines installed in SPARMV-67 (1 per engines)	2	Numbers	64248.05	128496.10
2	C Check	C-check of 02 Nos. NTA14R Engines installed in SPARMV-67 (1 per engines)	2	Numbers	100225.17	200450.34
3	MONTHLY	20 Nos. of Monthly Preventive maintenance check/visit of 02 Nos. NTA14R engines installed in SPARMV-67 (10 per engine)	20	Numbers	13559.55	271191.00
4	B Check	B-check of 02 Nos. QSB5.9G1 Engines installed in SPARMV-67 (1 per engines)	2	Numbers	55745.32	111490.64
5	C Check	C-check of 02 Nos. QSB5.9G1 Engines installed in SPARMV-67 (1 per engines)	2	Numbers	51690.98	103381.96
6	MONTHLY	20 Nos. of Monthly Preventive maintenance check/visit of 02 Nos. QSB5.9G1 engines installed in SPARMV-67 (10 per engine)	20	Numbers	13559.55	271191.00
Total excluding GST						1086201.04
Schedule B- Cost of CAMC for 2nd year.						
1	B Check	B-check of 02 Nos. NTA14R Engines installed in SPARMV-67 (1 per engines)	2	Numbers	71763.21	143526.42
2	D Check	D-check of 02 Nos. NTA14R Engines installed in SPARMV-67 (1 per engines)	2	Numbers	972140.72	1944281.44
3	MONTHLY	20 Nos. of Monthly Preventive maintenance check/visit of 02 Nos. NTA14R engines installed in SPARMV-67 (10 per engine)	20	Numbers	14915.43	298308.60
4	B Check	B-check of 02 Nos. QSB5.9G1 Engines installed in SPARMV-67 (1 per engines)	2	Numbers	59853.85	119707.70
5	D Check	D-check of 02 Nos. QSB5.9G1 Engines installed in SPARMV-67 (1 per engines)	2	Numbers	519942.16	1039884.32
6	MONTHLY	20 Nos. of Monthly Preventive maintenance check/visit of 02 Nos. QSB5.9G1 engines installed in SPARMV-67 (10 per engine)	20	Numbers	14915.43	298308.60
Total excluding GST						3844017.08
Schedule C- Cost of CAMC for 3rd year.						
1	B Check	B-check of 02 Nos. NTA14R Engines installed in SPARMV-	2	Numbers	78612.28	157224.56

Signature of tenderer/s

Sr. DME/C&W/MB

		67 (1 per engines)				
2	C Check	C-check of 02 Nos. NTA14R Engines installed in SPARMV-67 (1 per engines)	2	Numbers	123638.23	247276.46
3	MONTHLY	20 Nos. of Monthly Preventive maintenance check/visit of 02 Nos. NTA14R engines installed in SPARMV-67 (10 per engine)	20	Numbers	16406.79	328135.80
4	B Check	B-check of 02 Nos. QSB5.9G1 Engines installed in SPARMV-67 (1 per engines)	2	Numbers	65806.79	131613.58
5	C Check	C-check of 02 Nos. QSB5.9G1 Engines installed in SPARMV-67 (1 per engines)	2	Numbers	71390.84	142781.68
6	MONTHLY	20 Nos. of Monthly Preventive maintenance check/visit of 02 Nos. QSB5.9G1 engines installed in SPARMV-67 (10 per engine)	20	Numbers	16406.79	328135.80
Total excluding GST						1335167.88
Schedule D-Cost of Optional Spare Parts if required during D check in 2nd year CAMC.						
1	Lump Sum	Optional Parts for NTA 14R (If required during D-Check) 02 Nos.				2818929.66
2	Lump Sum	Optional Parts for QSB5.9G1 (If required during D-Check) 02 Nos.				579998.30
Total excluding GST						3398927.96
Total of Schedule(A+B+C+D) excluding GST						9664313.96
Schedule E- Provisional GST@18 on above schedules						
1	Lump Sum	Provisional GST@18% on the above schedules.				1739576.51
Grand Total of Schedule(A+B+C+D+E) including GST						11403890.47
Rupees One Crore Fourteen Lakh Three Thousand Eight Hundred Ninety and Four-Seven paisa Only						

The quantities shown in above Schedule are approximate and are as a guide to give the Bidder(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

Important Note:

1. Tenderer/s shall quote his rates/cost against estimated rates/cost of work by Railway, through online mode on portal, which shall be taken for comparison of rates. Payment for each item shall be made on the basis of rates, duly modified on the basis of quoted rates/cost by bidder as accepted by Railway.
2. The cost quoted in this schedule should be inclusive of all types of duties, freight, packing & forwarding, taxes and levies applicable to this contract **with provision of GST @18%.**
3. GST on actual basis will be dealt as per extent rules of government.
4. Bidders are requested to read the tender document carefully and are strongly advised to inspect the site before quoting the tender.
5. The tender/s is advised to visit the site of work and investigate the actual conditions of works. The scope of work should also be examined before formulating the rates for complete items of work.
6. The schedule items D- **(Optional Spare Parts cost if required during D check in second year CAMC)** will be kept as reserve fund for condition basis items, any item needs to be changed on condition basis, and the payment shall be made under this schedule as per price list laid down in this tender document duly meeting as per % quoted by the bidder.

Date:

Signature of Tenderer
Full name of Tenderer:

Signature of tenderer/s

Sr. DME/C&W/MB

CONTRACT AGREEMENT OF SERVICES**Contract Agreement No: MC-15-CAMC-CE-HW-26****Dated:**

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

WHEREAS the Contractor has agreed with the Railway for performance of the Services **“Comprehensive Annual Maintenance Contract (CAMC) of Cummins Engines (02 nos. NTA14R.430 and 02 nos. QSB5.9G1) of SPARMV/HW for three years at C&W Depot Haridwar of MB Division”** Set forth in the Schedule here to annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips here-into annexed AND WHERE AS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNES SETH that inconsideration to the payments to be made by the Railways, the Contractors will duly perform the said Services in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will observe, fulfill and keep all the conditions there in mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contract or shall duly perform the said services in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said services on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule here to annexed.

(Signature)-----

Signature-----

Contractor-----

Railway Designation -----

(For President of India)

Address -----

Address -----

Date -----

Date -----

Signature of tenderer/s**Sr. DME/C&W/MB**

General Conditions of Contract for Services

General Conditions of Contract for Services January, 2018 is applicable for this Tender- few important clauses are given here.

(Ref: General Conditions of Contracts for Services 2018)

I. MEANING OF TERMS**1.1 Interpretation:**

These shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Bid Forms.

1.2 Definition:

In these General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

1.2.1 Railway shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on her behalf.

1.2.2 General Manager (GM) shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.

1.2.3 Chief Manager shall mean the Officer in charge of the user department i.e. Mechanical/ Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S & T and Electrical of both Open line and Construction department including production units etc. (for e.g. CME, COM, CCM, CE, CMD etc.) and shall mean and include their successors of the Successor Railway.

1.2.4 Divisional Railway Manager (DRM) shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

1.2.5 Manager shall mean the Divisional officers or equivalent officers of the user department i.e. Mechanical/ Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S & T and Electrical of both Open line and Construction department including production units etc. in executive charge of the works (e.g. Sr. DME, Sr. DOM, Sr. DCM, CMS, Sr. DEN etc.) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway.

1.2.6 Bidder shall mean the person/ the firm/ co-operative or company whether incorporated or not who Bids for the services with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assignees.

1.2.7 Limited Bids shall mean bids invited from all or some contractors on the approved or select list of Contractors with the Railway.

1.2.8 Open Bids shall mean the bids invited in open and public manner and with adequate notice.

1.2.9 Works shall mean the works contemplated for delivery of services as per drawings and schedules set forth in the Bid forms and required to be executed according to the specifications.

1.2.10 Service means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

1.2.11 Earning Contract means a contract in which the contractor makes payment to Railway for some notified activity, i.e. where Railway gets some earning by awarding the contract. Examples of earning contracts are running (operating) 4-wheeler / 2-wheeler stands; publicity on platforms/ trains etc.; running (operating) various type of stalls on platforms including reservation canter, book-stalls, restaurants, fast-food stalls, tea-stalls etc."

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- 1.2.12** Specifications shall mean the Standard Specifications for Materials & Services of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Bid document.
- 1.2.13** Schedule of Rates of the Railway (SOR) shall mean the Schedule of Rates issued under the competent authority from time to time.
- 1.2.14** Drawings shall mean the maps, drawings, plans, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.
- 1.2.15** Contractor shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assignees.
- 1.2.16** Contract shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Bid Forms, if any.
- 1.2.17 Tools and plants** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the services.
- 1.2.18 "Temporary Works"** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the services.
- 1.2.19 Site** shall mean the lands, spaces, trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- 1.2.20 Period of Maintenance** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.
- 1.2.21 Two Bid System / Two Packet System** shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.
- 1.2.22 Quality and Cost Based Selection** shall mean a system of bid evaluation where weightages are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criteria based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria.

1.1 Singular and Plural:

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

1.2 Headings and Marginal Headings:

The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

1.3 Use of Personal Pronouns:

The form of personal pronouns adopted in this document in relation to bidders is 'she', 'her' etc. It shall be deemed to signify/include all persons (and objects) irrespective of the gender/sex.

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II. ELIGIBILITY OF BIDDERS AND BID EVALUATION

2.1 Elements of Service Contracts and Procedures thereof

- 2.1.1** Essential elements of a Service Contract: Service contracts are generally defined by scope, (e.g., Service expressed in terms of functions, processes, activities, or projects), governance (e.g., decision powers, roles and responsibilities,) operations (e.g., day-to-day operating procedures), financial arrangements (e.g., fee structures, settlement arrangements,) performance (e.g., expected outputs, levels of service, reporting) and implementation (e.g., activities, timelines, level of effort). Quality of services and timely availability of services is essential for the satisfactory performance of a Service Contract. Bids/ Tenders have to be framed in such a manner in which these basic elements are ensured.

2.2 Qualification Criteria:

2.2.1 Eligible Applicant:

The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

- (a) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a JV. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.
- (b) Any Central government department/Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.
- (c) If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.
- (d) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:
 - (i) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project.
 - (ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project."
- (e) If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Firm" under para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual, consequent to having been banned business dealings or suspended business dealings.

However, in terms of Railway Board letter no.2002/CE-I/CT/37 dated 14/12/2012, "Joint Venture Firms" shall be applicable to the works tenders of value more than Rs.10 crore (Rupees Ten Crore Only). "JVs/ Consortiums/MOUs" shall accordingly not be considered in this tender.

2.3 Disqualification of Bidders:

2.3.1 Employment / Partnership etc. of Retired Railway Employees

- (a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or
- (b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or

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- (c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or
- (d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least one year prior to the date of submission of the Bid as to whether permission for taking such contract, or

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

Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be rejected.

- 2.3.2 Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the General Conditions of Contract.
- 2.3.3 If the bidder or any of its constituents has been levied with a penalty for violation of labour Laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
- 2.3.4 The contractor shall be disqualified from participating in the bidding for services in a Railway division,
 - (i) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 of GCC in that Railway division, with in the previous 2 years from date of submission of bids.
 - (ii) In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority)

The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extent rules.

2.4 Bid Evaluation System

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

- A. **Single Packet System:** This method of evaluation shall be used for all service contracts having bid value upto and including Rs.50 Lakh. This shall be based on the eligibility criteria as per GCC for services clause 2.6.1.1 and 2.6.1.2
- B **Two Bid System / Two Packet System:** This method shall be used for all service contracts having bid value exceeding Rs. 50 Lakh.

The procedure detailed below shall be adopted for dealing "Two Packet System" of bidding:

With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. In this system, the Bidders shall submit their offers on

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two packet system on e-tendering website; Technical bid (First packet) and Financial Bid (Second packet).

The first packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable by meeting the minimum eligibility criteria, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids.

However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc.; communication can be initiated with the bidders. In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarifications shall be confined to the documents/information already submitted by the bidder.

2.4.1 Minimum Eligibility criteria:

2.4.1.1 Minimum Work Experience:

The bidder should have satisfactory completed* in last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract ** for a minimum of 35% of advertised value of the bid.

*Completed service contract includes on-going service contracts subject to payment of bills amounting to at least 35% of the advertised value of the bid.

** “Similar service contract will mean,

“The firm shall either be OEM or its authorized dealer or shall have experience of manufacturing/maintenance of Cummins make Engines/Generators of SPART/SPARMV/140 Ton BD Cranes/Locomotives of Indian Railways or Govt. Organization, or PSUs or Semi Govt. Organization and should have successfully completed it.”

Work experience certificate from private individual shall not be accepted. “Certificate from Public Listed Company/Private Company /Trusts having annual turnover of Rs. 100 crores and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.”

(As per HQ L. No. 802-M/6/41/Misc(MC-I) dated 11.01.2023)

Notes:

The bidder shall submit details of work executed by them along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract.

2.4.1.2 Financial Standing:

The Bidders will be qualified only if they have minimum financial capabilities as below –

- (i) **T1- Financial Turnover:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.
- (ii) **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be

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considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.

Note-1: The tender opening date between April to September some firms are not ready with audited balance sheet of previous year certified by chartered accountant, in such cases a certificate from chartered accountant issued on the basis of any other government approved document like GST Returns/VAT statement (if applicable) may be considered.

(R.B. Letter no. 2016/EnHM/06/02, dated 18.10.2018)

2.5 Evaluation of Technical Bid

2.5.1 Bidder's Credentials:

- 1.1 The bidder shall submit along with the Bid document, documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid document.
- 1.2 Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested/digitally signed 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/ digitally signed as above.
- 1.3 The bidders shall be required to submit an undertaking certifying the truthfulness of all the documents submitted / uploaded along with the tender. This shall be mandatory for all the bidders.

In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected. (Annexure-9)

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

- (a) The bidder / each partner / member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid shall also be summarily rejected.
- (b) If the contract has already been awarded, or Letter of Acceptance (LOA) has been issued and in the event of any failure to comply with the above, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial / full payments otherwise due to the contractor, in respect of the partial / full work executed by the contractor, shall be forfeited by the Railways.
- (c) Other punitive actions, like banning the bidder and partners / members of the bidding firm for future dealings with Indian Railways and / or the Government of India may also be taken by the Railway/ Govt. of India authorities.

2.6 Evaluation of Financial Bid:

The financial proposal shall be evaluated to determine the lowest bidder.

In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause 2.4.1.3 i.e., other technical criteria) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

Note: - In case of Bid is on GeM portal and multiple qualified L-1 bidders, GeM portal has discontinued the manual selection of L-1 bidders and randomly selects the L-1 bidder, under "Run L-1" option. {Authority: Railway Board's letter no. 2017/EnHM/25/11, Dated 21.12.2023} or latest instruction issued before opening of tender.

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2.7 Right of Railway to deal with bids:

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

- 2.7.1** If the bidder(s) deliberately gives / give wrong information in her / their tender or creates / create circumstances for the acceptance of her / their tender, the Railway reserves the right to reject such tender at any stage.
- 2.7.2** If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
- 2.7.3** If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, falls to sign the procurement contract as may be required, or falls to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

III. BID DOCUMENTATION**3.1 Bid (Tender) Form**

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

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

3.2 Omissions & Discrepancies

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

3.3 Earnest Money

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

Value of work	Earnest Money deposit (EMD)
a) For works/ services estimated to cost up to Rs. 1 Crore	2% of the estimated cost of the work
b) For works/ services estimated to cost more than Rs. 1 Crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 Crore subject to a maximum of Rs. 1 Crore

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Note:

- The earnest money shall be rounded to the nearest Rs. 10. This earnest money shall be applicable for all modes of Bidding.
- MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognised by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.

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

3.3.3 If her Bid is accepted, this earnest money mentioned in sub clause 3.3.1 above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of this General Conditions of Contract. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

3.3.4 The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

3.4 Care in Submission of Bids

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

3.4.2 When the service is bid for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf.

3.4.3 Railway shall not be bound by any power of attorney granted by the Bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

3.5 Execution of Contract Document

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

3.6 Form of Contract Document

Every contract shall be complete in respect of the document it shall so constitute. Not less than 3 copies of the contract document shall be signed by the competent authority and the contractor - one copy given to the contractor, one copy for the finance department and one copy for the contract manager. The form of contract document shall be provided in the *tender/bid* documents for every individual work.

IV. GENERAL OBLIGATIONS

4.1 Execution Co-Relation and Intent of Contract Documents

The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for

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by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of the services. Materials or works/services not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works/services described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4.1.1 If a service is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

4.1.2 If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

4.2 Law Governing the Contract

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

4.2.1 Compliance to Regulations and Bye-Laws

The Contractor shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertakings, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Manager notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until she has received instructions from the Manager in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.2.2 Communications to be in Writing

All notices, communication, reference and complaints made by the Railway or the Manager or the Manager's Representative or the Contractor *inter se* concerning the works/ services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

4.3 Service of Notices on Contractors

The Contractor shall furnish to the Manager the name, designation and address of her authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or her authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Manager.

4.4 Occupation and Use of Land

No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing, or in relation to the execution of the services.

4.5 Assignment or Subletting of Contract

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 7.4 of these Conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of services by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

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4.6 Railway Passes

No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/workers. Wherever, required 'authority for entering restricted area' or 'authority for on board services' shall be provided.

4.7 Carriage of Materials

No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the services and the contractor shall pay full freight charges at public tariff rates therefor.

4.8 Representation on Site

The Contractor shall, when she is not personally present on the site of the work place, keep a responsible agent during working hours who shall on receiving reasonable notice, present herself to the Manager, and orders given by the Manager or the Manager's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absents herself, the Contractor shall furnish the name and address of her agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 7.4 of these Conditions.

4.9 Relics, Treasures, Lost and Found

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics antiquities, lost and found etc. which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

4.10 Indemnity by Contractors

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

4.11 Performance Guarantee

4.11.1 Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value in four separate parts of 1.25 % each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

4.11.2 The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (Five percent) for the excess value over the original contract value shall be deposited in four equal parts 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 5% of the decrease in the

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contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

- 4.11.3** The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract
- 4.11.4** If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.
- 4.11.5** The successful bidder shall submit the Performance Guarantees (PG) in favour of **Sr. DFM Northern Railway Moradabad** in any of the following forms, amounting to 05% of the contract value -
- (a) A deposit of cash;
 - (b) Irrevocable Bank Guarantee;
 - (c) Government Securities including State Loan Bonds at 5% below the market value;
 - (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (f) A Deposit in the Post Office Saving Bank;
 - (g) A Deposit in the National Savings Certificates;
 - (h) Twelve years National Defence Certificates;
 - (i) Ten years Defence Deposits;
 - (j) National Defence Bonds and
 - (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of **“Sr. Divisional Finance Manager, Northern Railway Moradabad”** (free from any encumbrance) may be accepted.

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

- 4.11.6** The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.
- 4.11.7** The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.
- 4.11.8** Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

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4.11.9 The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.
- (c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

4.12 Force Majeure

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

V. VARIATIONS, MEASUREMENT AND PAYMENTS

5.1 Extension of Time

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses. However, care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized.

5.1.1 Extension Due to Modification

If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

5.1.2 Extension for Delay Not Due to Railways or Contractor

If in the opinion of the Manager, the progress of services has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Clause 4.20 of General Conditions of contract or in executing the work/service not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Manager pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which she shall have specially applied in writing to the Manager or her authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Manager within 15 days of such

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happening, but shall nevertheless make constantly her best endeavours to bring down or make good the services and shall do all that may be reasonably required of her to the satisfaction of the Manager to proceed with the services.

The contractor may also indicate the period for which the services is likely to be delayed and shall be bound to ask for necessary extension of time. The Manager on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in her opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

5.1.3 Extension for Delay Due to Railways

In the event of any failure or delay by the Railway, to hand over the Contractor possession of the site necessary for the execution of the services, or to give the necessary notice to commence the services, or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

5.2 Extension of Time for Delay Due to Contractor

5.2.1 The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5.1 of GCC, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.

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

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

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

5.3 Modification to Contract to be in Writing

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no service shall proceed under such modifications until this has been done.

Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

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5.3.1 Powers of Modification to Contract

The Manager on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the services or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional service to be done or any services not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

- 5.3.2** Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of services.

5.3.3 Valuation of Variations

The variation referred to in Sub-Clause 5.3.2 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause 5.3.2 above shall be paid for at the rates determined under Clause - 4.42.1 of these Conditions.

5.3.4 Variations in Quantities During Execution of Service Contracts

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of service contracts -

- (i) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- (ii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
 - (b) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (c) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (d) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (e) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (f) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.
- (iii) In cases where decrease is involved during execution of contract -
 - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the

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approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

- (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- (iv) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
- (v) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- (vi) For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- (vii) For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
- (viii) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

5.4 Claims:

5.4.1 Monthly Statement of Claims

The Contractor shall prepare and furnish to the Manager once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider herself entitled to and of all extra or additional works ordered by the Manager which she has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

5.4.2 Signing Of "No Claim" Certificate

The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after she shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

5.5 MEASUREMENTS

5.5.1 Quantities in Schedule Annexed to Contract

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

5.5.2 Measurement of Services / Works

- (a) Measurements shall be recorded on the basis of day to day records maintained by way of check list or any other methodology provided in the Bid documents.
- (b) The Contractor shall be paid for the works/services at the rates in the accepted Schedule of Rates and for extra services at rates determined under Clause 4.42.1 of General Conditions of Contract on the measurements taken by the Manager or the Manager's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items, the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such

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intervals as in the opinion of the Manager shall be proper having regard to the progress of work. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Manager or the Manager's representative) recorded in the official measurements book as an acknowledgement of her acceptance of the accuracy of the measurements.

- (c) Failing the Contractor's attendance, the service may be measured up in her absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not she shall have signed the measurement books provided always that any objection made by her to measurement shall be duly investigated and considered in the manner set out as following:

It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Manager or the Manager's representative in the presence of the Contractor or in her absence after due notice has been given to her in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

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

5.6 PAYMENTS

5.6.1 "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 she has executed in terms of the contract. All payments due on the Manager's or the Manager's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents provided always that the Manager may by any certificate make any correction or modification in any previous certificate which shall have been issued by her and that the Manager may withhold any certificate, if the services or any part thereof are not being carried out to her satisfaction.

5.6.2 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.

5.6.3 On Account Payments Not Prejudicial to Final Settlement

"On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

5.6.4 Manner of Payment:

The payments would be released in the manner as specified by the Railway Board time to time.

5.7 Price Variation Cause (PVC): Not Applicable.

5.8 Legal Obligations:

The contractor shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:

- Contractor Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

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- Employees' State Insurance Act, 1948
- Employees' Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

7. **DETERMINATION OF CONTRACT: As per GCC for Services, January 2018.**

8. **SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES: As per GCC for services, January 2018.**

**Sr. DME/C&W/ Moradabad
For & on behalf of President of India**

I/We agree to abide by above terms and conditions as well as Indian Railway's complete General Conditions of Contract for Services January 2018 with all correction slips update.

Sig. of the Contractor

Full name:

Address:

Signature of tenderer/s

Sr. DME/C&W/MB

Special Terms & Condition

1. SPARMV is an accident relief train and is used to provide necessary help/relief services in emergency/accidents. The train is equipped with vital equipments related to relief/medical services. Thus, being an accident relief train, the 100% availability and uninterrupted operation is must. The SPARMV is equipped with 02nos.each Cummins make engines of type NTA14R and 6BTA5.9G. The aim of this work is to ensure 100% availability and uninterrupted operation of these engines of this accident relief train. So the contractor shall do the high level preventive/schedule maintenance as per standard of OEM to ensure the trouble free operation of the SPARMV.
2. Replacement of consumables as per recommendation of OEM.
3. Fitting and commissioning of any new component, as & when required.
4. Repair of any of the sub-assemblies on as & when basis. In case any major component needs heavy repair, which cannot be attended at site, it will be taken to the service centre for necessary repair. Tenderer should specify the name/place of the service centre where these components will be repaired in such case. After repair, it should be returned back to In-Charge by the contractor free of cost. The spares required shall be jointly assessed by Railway representative and contractor. Such spares shall be supplied by the contractor and payment shall be made as per accepted rate. The contractor will specify in writing repairing/delivery period, if this is required. In that case necessary spare part should be available with the use when repairing is undertaken. Record of such machinery/material taken for repair by contractor with date & time will be maintained along with delivery date & performance after repair jointly. Such repaired/old defective part will be deposited with railway duly certified by Railway engineer.
5. This contract is for Comprehensive Annual Maintenance Contract for a period of three year from the date of actual starting of work.
6. The number of scheduled preventive maintenance visits will be as per scope of work or as desired by railways including schedules as per OEM manual.
7. The checks will be carried out during schedule preventive maintenance visit only. The must change items during visit will have to be replaced by contractor.
8. The cost of optional spares parts will be kept as reserve fund and payment will be made to the contractor on actual consumption of spares required during CAMC period. Any other spare part required due to breakdown/during maintenance period will be considered from the cost of optional spares parts to keep the SPARMV in good fettle.
9. Any visit for warrantable failure of the repaired/calibrated/supplied components/subassemblies during CAMC will not be reckoned as CAMC visit.
10. The railways and Service Engineer of contractor will mutually decide the date of schedule maintenance visits. Railways will give confirmation for availability of machine on agreed dates.
11. The SPARMV being the Emergency Restoration Equipment will be called instantaneously to attend an accident in which case the SPARMV have to move to the accident site. In such cases, even though confirmation has been given by the Railways about the availability of the SPARMV for a planned Schedule maintenance Visit in advance, it may not be possible to make SPARMV available for maintenance. If the SPARMV is not available when the service engineer arrives at HW due to above reasons the Service Engineer should either stay back till the arrival of the SPARMV or he should visit again later on for the same visit without any extra cost.
12. In case, all the visits could not be done in time due to non-availability of the SPARMV or due to some unforeseen reasons on the part of the Railways, the Railways reserves the right to adjust these visits on other convenient dates or close the contract without these visits and in such case no payment will be made towards these unattended visits.

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13. Price variation (PV) clause shall not be applicable to this contract. No claim on account of PV shall therefore be entertained under any circumstances.
14. **RESPONSE TIME IN CASE OF EMERGENCY VISITS:** In case of an emergency call, service personnel must reach the site within 12 hours of being informed. A record of such calls made will be maintained at SSE/SPARMV(IC) office/SSE/C&W(I/C)/HW office.
15. **INSPECTION:** All inspections, both at site and at Contractor's premises will be done by the authorized representative of Railways.
16. **RECORDS:** The proper records of the each schedule maintenance to be maintained.
17. **PENALTY:** The following penalties will be levied on contractor for bad workmanship and penalty amount will be deducted from the on account bills.

S. N.	Item	Amount of Penalty
1	If the Service Engineer not turned up in 12 Hrs of an emergency visit call.	The contractor shall be fined Rs.2000/- per day (Excluding the day of attention).
2	If the maintenance schedule is not attended by contractor within 03 days of schedules falling date/date communicated by Rly.	A penalty of up to Rs.2000/- per day shall be imposed on contractor (Excluding the day of attention).
3	In case of part failure under warranty.	No payment shall be made for replacing of against that particular part and the defective part shall be replaced by contractor free of cost.
4	If preventive maintenance and schedules delayed more than 4 days.	No Payment shall be made against extra days and a penalty of Rs. 5000/- per day shall be imposed.
5	Not carrying out a visit on prescribed Time.	No payment shall be made for that particular visit and contractor will perform an extra visit free of cost against that.
6	The service engineer should attend the engine of HS-SPARMV after intimation from depot within stipulated time as mentioned in Breakdown clause time schedule. If not attended within that stipulated time.(As mentioned in in the scope of work)	A penalty of Rs. 2000/- will be imposed for first six hours of delay after stipulated time as mentioned in Breakdown clause time schedule thereafter Rs. 10,000/- per day or part thereof.
7	If schedule maintenance is not completed as per stipulated time period.	A penalty of Rs. 2500/- per day shall be levied on the contractor.
8	Any other deviation of Agreement conditions	As decided by the Engineer up to maximum of Rs.2000/- per instance.
9	The schedule due date or the date communicated by the authorised Railway representative shall be treated as final for all maintenance activities, considering the emergency nature of the breakdown vehicle.	
10	Maintenance schedules may be revised based on operational requirements. Accordingly, the date communicated by the authorised Railway representative shall be deemed final.	

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18. Payment Terms:

- i. All bills shall be submitted to the concern depot in-charge in four copies on quarterly post event basis of repair and maintenance service/checks. The bill must be accompanied with jointly signed maintenance/service report by contractor's Service engineer and Railway representative that the maintenance/service are carried out as per contract agreement with the entire satisfaction of Railway.
- ii. For payment, a Measurement Book being maintained at concerned unit with joint signature of the contractor. The MB book should be sent to concerned CDO's/Unit in charge's office for preparing the bill. After preparing the bill, again jointly signed by the contractor and unit-in charge and send to the controlling officer of the particular department, who in turn shall verify and forward the bill to Sr. DME/NR/MB along with penalty statement, if any.
- iii. Payment will be made only after verification & certification by the concerned CDO/depot In charge.
- iv. If there is any emergency/additional visit then payment for the same will be made separately for which a separate bill and joint report to be submitted.
- v. 2% income tax (as applicable) shall be deducted from bill and necessary I.T deduction certificate will be issued by Sr. DME/Northern Railway/ Moradabad.
- vi. GST will be dealt as per extent rules of Government as applicable.
- vii. Payment will be made by Sr. DME, Northern Railway, DRM Office, Moradabad.
- viii. The value of contract and quantities given in the attached schedule of rates and quantities are approximate and are given only as a guideline. These are subject to variations/ additions and/or omission. The quantum of the work actually carried out shall not from the basis of any dispute regarding the rates to be paid and shall not give rise to any claim for compensation on account of any increase or decrease either in the quantity or in the contract value.
- ix. Penalty for delay in completion/ non attending to certain activities: In case the contractor fails to execute and complete the work within the time specified in the agreement or within the period of extension granted by Sr. DME/ Moradabad, a penalty will be levied except for the case where the delay is purely on the part of the Railways. In this regard the decision would be final.
- x. Letter of Credit' mode of payment option may also be allowed in this contract according to the conditions mentioned in the Railway Board's letter No. 2018/CE-I/CT/9 dated 04.06.2018.

19. IDENTIFICATION OF EMPLOYEES OF CONTRACTOR

- i. It shall be obligatory to contractor/contractors to furnish the names and particulars, viz; Home/address/permanent address, police station, district of the personnel/supervisors employed by him/them to the Railway Administration related to the incumbent to the extent of necessity for entrance to the Railway premises at SSE/C&W/HW site to facilitate the identification of the person/persons so employed. In cases of irregularities, contractor/contractors shall also be responsible for the conduct of the staff employed by him.
- ii. Railway Administration shall not be liable to pay any compensation, whatsoever, for the staff/technicians of the contractor involved in any accident at Railway premises under SSE/C&W/HW any time should such eventuality takes place.
- iii. Railway Administration shall not be responsible for any injury/ death of labour /Security staff employed by the contractor during the execution of work. Railway shall not be responsible for the payment of any compensation in case of injury/death of labour or security staff. Railway shall not be provided any alternate employment/ compassionate employment of labour or his dependent in case of temporary disablement/ permanent

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disablement or death of labour/security staff employed by the contractor. Contractor shall be responsible for the safety of their staff and all safety measures required for carrying out the work successfully.

- iv. No passes or Privilege Ticket Orders will be issued to the contractor or any of his labour by the administration. The contractor shall be responsible for the general conduct and discipline of his labour. Railway Administration reserves the rights to take necessary action as deemed fit in all cases of misconduct/ indiscipline.
- v. The labour employed by the contractor shall not be less than 18 years of age.
- vi. The contractor shall adhere to stipulations in regard to eligibility of labour to be employed as laid down by the state Govt./ Labour Commissioner.
- vii. Contractor shall be responsible for carrying out all legal obligations pertaining to the labour under this contract.
- viii. The contractor shall arrange payment to his staff through bank account.

20. Short Closure clause: - The CAMC may be short close if the engine installed in HS SPARMV (No 200038, 200039, 203941) is placed for refurbishment/replacement within CAMC period, the CAMC agreement may be terminated.

21. The AMC will be comprehensive including spare.

22. The said engine installed in HS-SPARMV (No 200038, 200039, 203941) is damaged/condemned due to any of the reason during the CAMC period, then amount of CAMC may be reduced on prorata basis.

23. All disputes are subject to the Jurisdiction of the Hon'ble Court, Moradabad and/or its subordinate courts only.

Sr. DME/C&W/Moradabad
For & on behalf of President of India

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure-A

Scope of Work**Schedule / Mandatory Maintenance:****A) Preventive maintenance – Engine Model NTA 14 R – 02 Nos.**

Activities to be carried out in 'A' check*

S No.	Activity
a)	Check engine oil level
b)	Drain sediments from fuel tank
c)	Clean Pre-Cleaner Dust Pan
d)	Check Air Cleaner Restriction.
e)	Check coolant level. Add Coolant if required
f)	Check Safety controls.
g)	Checking Battery Lead Connections of engine Battery.
h)	Checking gravity of distilled water and add if required.
i)	Check condition of the hoses, belts etc. and replaced if required.
j)	Check performance of the engines and inform on the performance or any abnormality.

*To be carried out during monthly basis and during every B, C and D Checks.

B check: - Scope of 'B' Check

S No.	Activity
a)	Repeat "A" check
b)	Change Engine Oil
c)	Replace B-Check KIT comprises of Fuel water separator, Resistor Corrosion and Element, Lube oil filter.
d)	Record Oil Pressure
e)	Check Belts, adjust if required

Frequency: 300 hours or 6 months whichever is earlier for engine model NTA14R powering SPARMV.**'C'-check: - Scope of work:**

S. No.	Activity
a)	Repeat "A" and "B" Checks
b)	Check and correct minor leaks if any
c)	Replace air filters
d)	Replace rocker cover gaskets
e)	Add Premixed Coolant.
f)	Overhead/Tappet check/set.

Frequency: 1500 hours or 1 year whichever is earlier for engine model NTA14R powering SPARMV.**'D' check: - Scope of work: Mandatory**

S No.	Activity
a)	Repeat "A", "B" and "C" checks
b)	Repair & Calibration of PT Pump/Fuel Pump.
c)	Repaired/Reconditioned Injectors.
d)	Descaling of Cooling System.
e)	Checking of Vibration Damper.
f)	Adjustment of Injectors and Valve Travel.
g)	Replacement of Rocker Housing Gaskets.
h)	Replacement of Tappet Cover Gaskets.

Frequency: 6000 hours or 2 year whichever is earlier for engine model NTA14R engine powering SPARMV.

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‘D’ Check: Scope of work – Optional

S.No.	Activity
a)	Carry out replacement of spares or repair after joint inspection with Railway representative. List of optional spares mentioned in Annexure B (Part B)

Frequency: 6000 hours or 2 year whichever is earlier for engine model NTA14R engine powering SPARMV.

B. Preventive maintenance: Engine Model QSB5.9G1 – 02 Nos.**Activities to be carried out in ‘A’ check***

S.	Activity
a)	Check engine oil level
b)	Drain sediment from fuel tank
c)	Clean Pre-Cleaner Dust Pan
d)	Check Air Cleaner Restriction
e)	Check coolant level. Add Coolant if required
f)	Check Safety Controls
g)	Checking Battery Lead Connections of engine Battery.
h)	Checking gravity of distilled water
i)	Check condition of the hoses, belts etc.
j)	Check performance of the engines and inform on the performance or any abnormality.

***To be carried out during monthly basis and during every B, C and D Checks.**

B Check: -**Scope of B check**

S.	Activity
a)	Repeat “A” check
b)	Change Engine Oil
c)	Replace B-check KIT comprises of Fuel water separator, Resistor Corrosion and Element, Lube oil filter.
d)	Record Oil Pressure
e)	Check Belts, adjust if required

Frequency: 300 Hours or 6 months whichever is earlier for engine model QSB5.9G1 powering SPARMV.

C check: -**Scope of work:**

S.	Activity
a)	Repeat “A” and “B” check
b)	Check and correct minor leaks if any
c)	Replace air filters
d)	Replace rocker cover gaskets
e)	Add Premixed Coolant
f)	Overhead/Tapped check/set

Frequency: 1500 Hours or 1 year whichever is earlier for engine model QSB5.9G1 powering SPARMV

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D check: -**Scope of work: Mandatory**

S. N.	Activity
a)	Repeat “A” “B” and “C” checks
b)	Descaling of Cooling System
c)	Checking of vibration Damper
d)	Adjustment of Injectors and Valve Travel
e)	Replacement of Rocker Housing Gaskets
f)	Replacement of Tapped Cover Gaskets

Frequency: 6000 Hours or 2 year whichever is earlier for engine model QSB5.9G1 powering SPARMV.

D check: -**Scope of work: Optional**

S. N.	Activity
a)	Carry out Replacement of Spares or repair after joint inspection with Railway representative. List of Optional Spares are mentioned in Annexure B (Part A)

Frequency: 6000 Hours or 2 year whichever is earlier for engine model QSB5.9G1 powering SPARMV.

Breakdown maintenance:

1. Break down maintenance as and when required shall be carried out.
2. Visit charges per engine per person shall be applicable.
3. Estimate of Breakdown repair shall be submitted to railways and defects will be rectified after due approval of estimates from Railways.
4. Labor charges shall be applicable for repair of assemblies during breakdowns.
5. Contractor will provide Price certificate for Prices of spares which are not available in Contractor prevailing price list.
6. Contractor will inform Railways for any supersedence of Part No's. Railway will provide amendment for superseded part no.
7. Optional spares will be replaced during D Checks after joint inspection with Railway officials or as identified during breakdown or preventive maintenance visits.
8. In case of any additional part requirement apart from parts lists mentioned in the offer is required, then the same shall be supplied and charged as per the Contractor Current applicable Price List prevailing at that time.

*Air filter will be replaced on every C check however, it is recommended to stock at least one set of inner and outer filters for each engine to meet any emergency.

**Apart from above maintenance schedule, monthly preventive maintenance to be carried out during each month on every engine with scope of 'A' check as mentioned above.

Preventive Maintenance activity schedule for NTA14R max running of 500Hrs./Year. Starting from AMC start date.

Duration	Checks	Scope of Contract for 3 Years
Start to 6 th Month	B Check	Within Scope
7 th to 12 th Month	C Check	Within Scope
13 th to 18 th Month	B Check	Within Scope
19 th to 24 th Month	D Check	Within Scope
25 th to 30 th Month	B Check	Within Scope
30 th to 36 th Month	C Check	Within Scope

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*Air filter will be replaced on every C check however, it is recommended to stock at least one set of inner and outer filters for each engine to meet any emergency.

**Apart from above maintenance schedule, monthly preventive maintenance to be carried out during each month on every engine with scope of 'A' check as mentioned.

Preventive Maintenance activity schedule for QSB5.9G1 max running of 500Hrs./Year. Starting from AMC start date.

Duration	Checks	Scope of Contract for 3 Years
Start to 6 th Month	B Check	Within Scope
7 th to 12 th Month	C Check	Within Scope
13 th to 18 th Month	B Check	Within Scope
19 th to 24 th Month	D Check	Within Scope
25 th to 30 th Month	B Check	Within Scope
30 th to 36 th Month	C Check	Within Scope

*Air filter will be replaced on every C check however, it is recommended to stock at least one set of inner and outer filters for each engine to meet any emergency.

**Apart from above maintenance schedule, monthly preventive maintenance to be carried out during each month on every engine with scope of 'A' check as mentioned.

Contractor's Responsibility: -

1. Contractor will carry out schedule maintenance as per above mentioned scope of work
2. Establish a system for maintaining an inventory of spare parts, tools, equipments and consumables.
3. Ensuring agreed service levels and guaranteed engine availability.
4. Contractor will provide Price certificate for Prices of spares which are not available in Contractor prevailing price list.
5. Contractor will inform Railways for any supersedence of Part No's. Railway will pay for superseded parts as per agreed rates in Annexure B.
6. Contractor will supply any additional part required for the engines apart from the listed items and the same will be charged as per the Contractor Current applicable price list prevailing at that time.

Service Level:

- a. Each B check shall be carried out in maximum of 8 hours
- b. Each C check shall be carried out in maximum of 8 hours
- c. Each D check shall be carried out in maximum of 7 days

Reporting and Restoration:

For reporting:

1. For carrying out Mandatory Maintenance ('B' & 'C' Checks) Railway will inform contractor through Email and telephonically at-least three days in advance regarding the location of the machine so that Service Engineer can be deputed as per requirement / schedule. "B" and "C" will be carried out at Railway Shed.
2. In case of breakdown of Engine accessories, the Service Engineer will be deputed within stipulated hours as per table below, after receiving information. Contractor will co- ordinate and ensure the response from the Dealership is given on priority.
3. While giving Service Calls, maximum available information with respect to the problems will be provided by Railway's Maintenance Personnel to enable Service Engineer to make arrangement with necessary Tools, Drawing and Spares to attend and rectify the problem.

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Service levels for reporting at site against breakdown calls will be as follows:		
CATEGORY	DISTANCE (from Moradabad depot)	LEAD TIME FOR REPORTING
A	In Haridwar	Within 12 Hours
B	< 50 Kms Radius	Within 24 Hours
C	< 51-200 Kms Radius	Within 36 Hours
D	> 201 Kms Radius	Within 48 Hours

4. For carrying out D Checks, Railway will inform contractor through Email and telephonically at least 15 days in advance to arrange spares on timely basis and carry out D Checks as per agreed SLAs.

Breakdown due to minor causes shall be rectified and the machines restored to normal operation within 48 hours of reporting at site, including supply of spares, wherever required. Minor repairs mean leakage, replacement of Hoses, Belts, Gauges and minor adjustment.

Responsibility of Railway:

- I. Carry out daily maintenance as per Manufacturer's Recommendations and maintain Logbook.
- II. Provide compressed air / Air connection, Crane & other handling Equipment, Treated Water for topping up as and when required.
- III. Arrange for the disposal in a safe and lawful manner of all effluent, waste products and used items resulting from the operation and maintenance of the Installation, oil, antifreeze, filters and other consumable items.
- IV. Ensure engine availability for carrying out timely checks/ maintenance. For B check engine will be made availability within 3 days of 6 months. For C check engine will be made available within 7 days of 1 year whichever is earlier. For D check engine will be made available within 15 days of 2 years whichever is earlier.

Exclusion:

- a) Any failures arising out of operational faults, failures due to wrong grade of fuel, accidents due to external factors, damage or excess wear to the maintained equipment or parts resulting from unusual or special operating environments, such as airborne contaminants or corrosive atmosphere.
- b) Replacement/Reworking of Exhaust Silencer, Exhaust Piping & Battery replacement.
- c) Major overhauling of engine
- d) Radiator and its accessories like hydraulic motor, Hydraulic pump, fan and fan hub, electronic governor controller (LCC) and Fuel Actuator.
- e) Replacement of sub-assemblies with new which are beyond economical repair (BER). In case of BER, minimum labour repair charges shall be applicable. Additionally new assembly shall be provided at applicable price from price list. If assembly price is not applicable in price list then a separate quote shall be given for the same.
- f) Any failure occurring due to engine being un-availability on time of carrying out schedule / preventive maintenance shall be considered out of scope and beyond warranty.
- g) Any failure or repair arising apart from schedule mentioned in Annexure-A will be charged extra. Quotation for the same will be provided to Railway as and when required.

Return of old parts:

All the parts replaced by contractor will be returned to railways except Recon Sub-assemblies since these are exchange assemblies and Contractor property.

Warranty:

- No warranty is applicable on filters and rubber components of A, B and C checks as these are consumables.
- For new part supply or repair warranty of 6 months or 1800 hour shall be applicable from date of repair or new part supply against bad workmanship.

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Annexure-B

PART-A: Mandatory parts to be replaced during Different Checks.

List of items to be replaced during every B Check for QSB5.9G1 Per engine			
S N	Item	Item Description	Requested Qty
1	3978040	FILTER, FUEL	1
2	3954904	FILTER, FUEL	1
3	5285612	CARTRIDGE, LUBE OIL FILTER	1
4	4926654	INHIBITOR, CORROSION	1
5	3403800	FOIL SEALED TEST STRIPS CC2602B	1
6	505441	VALVOLINE PREMIUM BLUE 7800 PLUS 1/20 LTR	1
List of items to be replaced during every C Check for QSB5.9G1 Per engine			
S N	Item	Item Description	Requested Qty
1	3978040	FILTER, FUEL	1
2	3954904	FILTER, FUEL	1
3	5285612	CARTRIDGE, LUBE OIL FILTER	1
4	4926654	INHIBITOR CORROSION	1
5	3403800	FOIL SEALED TEST STRIPS CC2602B	1
6	505441	VALVOLINE PREMIUM BLUE 7800 PLUS 1/20 LTR	1
7	4315238	AIR FILTER, SAFETY	1
8	4315239	AIR FILTER, PRIMARY	1
9	5367848	GASKET, INTEGRATED WIRING	1
Mandatory List of items to be replaced/repared during every D Check for QSB5.9G1 Per engine			
S N	Item	Item Description	Requested Qty
1	3978040	FILTER, FUEL	1
2	3954904	FILTER, FUEL	1
3	5285612	CARTRIDGE, LUB OIL FILTER	1
4	4926654	INHIBITOR, CORROSION	3
5	3403800	FOIL SEALED TEST STRIPS CC2602B	1
6	505441	VALVOLINE PREMIUM BLUE 7800 PLUS 1/20 LTR	1
7	4315238	AIR FILTER,SAFETY	1
8	4315239	AIR FILTER,PRIMARY	1
9	5367848	GASKET, INTEGRATED WIRING	1
10	AX1013359	RADIWASH 3 LITERS	3
11	3928832	GASKET PUSH ROD COVER	1
12	5293887	PUMP, FUEL	1
13	5306050	INJECTOR	6
14	3978022	TENSIONER, BELT	1
15	4090035	SET UPPER ENGINE GASKET	1
16	4093806	HOSE, FLEXIBLE	1
17	3954829	SEAL, THERMOSTAT	1

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18	5524758	PUMP, WATER	1
19	5339802	TUBE, FUEL SUPPLY	1
20	5306135	HOSE, ELBOW	2
21	3783230	TURBOCHARGER	1
22	5562979	TUBE, INJECTOR FUEL SUPPLY	1
23	5263842	HOSE, PLAIN	1
24	3913352	GASKET, CONNECTION	1
25	5292708	THERMOSTAT	1
26	3906697	SEAL, RECTANGULAR RING	1
27	5339804	TUBE, FUEL SUPPLY	1
28	3929792	GASKET, FILTER HEAD	1
29	5562978	TUBE, INJECTOR FUEL SUPPLY	1
30	5367848	GASKET, INTEGRATED WIRING	1
31	3971163	GASKET, CONNECTION	1
32	3069053	CLAMP, V BAND	1
33	4954905	SENSOR, TEMPERATURE	1
34	5469225	BELT, V RIBBED	1
35	0155-4776	CLAMP-EXHAUST	1
36	3918562	HOSE, FLEXIBLE	1
37	3903652	CLAMP, V BAND	1
38	3901356	GASKET, TURBOCHARGER	1
39	5491435	SENSOR, PRESSURE	1
40	0503-3165	HOSE WATER	1
41	0503-3164	HOSE WATER	1
42	554013	CLAMP, TUBE	1
43	4104831	HOSE, PLAIN	1
44	5491993	SENSOR, POSITION	1
45	4383933	SWITCH COOLANT LEVEL	1
46	6319903	SENSOR PRESSURE TEMPERATURE	1
47	43828 D	CLAMP, HOSE	1
48	43828 A	CLAMP, HOSE	1
49	Labour	Service Charges	1

PART-B: Mandatory parts to be replaced during Different Checks.

List of items to be replaced during every B Check for NTA14 R Per engine			
S. No	Part No.	Description	Qty
1	3318853	ELEMENT,LUB OIL FILTER	1
2	3329289	SEPARATOR,FUEL WATER	2
3	4058965	RESISTOR,CORROSION	1
4	3167226	KIT, COOLANT TEST	1
5	3167217	INHIBITOR,CORROSION 5 LTR	1
6	506655	VALVOLINE PREMIUM BLUE 7800 PLUS 1/55 LTR	1
List of items to be replaced during every C Check for NTA14 R Per engine:			
S. No	Part No.	Description	Qty

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1	3318853	ELEMENT,LUB OIL FILTER	1
2	3329289	SEPARATOR,FUEL WATER	2
3	4058965	RESISTOR,CORROSION	1
4	4055591	ELEMENT,AIR CLEANER	1
5	4055592	ELEMENT,AIR CLEANER	1
6	3066311	GASKET,ROCKER LEVER COVER	3
7	3167224	INHIBITOR,CORROSION 205 LITERS	1
8	3167226	KIT,COOLANT TEST	1
9	506655	VALVOLINE PREMIUM BLUE 7800 PLUS 1/55 LTR	1

List of items to be replaced/repaired during every D Check for NTA14 R Per engine:

S. No	Part No.	Description	Qty
1	3318853	ELEMENT LUBE OIL FILTER	1
2	3329289	SEPARATOR FUEL OIL FILTER	2
3	4058965	RESISTOR CORROSION	1
4	4055591	ELEMENT AIR CLEANER	1
5	4055592	ELEMENT AIR CLEANER	1
6	506655	VALVOLINE PREMIUM BLUE 7800 PLUS 1/55 LTR	1
7	AX1013359	RADIWASH 3 LITERS	6
8	3066311	GASKET ROCKER LEVER COVER	3
9	3167224	INHIBITOR CORROSION	1
10	43463 A	SEAL,O RING	2
11	3069177	GASKET,TURBOCHARGER	1
12	3167226	KIT COOLANT TEST	2
13	Fuel Pump	FUEL PUMP CALIBRATION	1
14	3202117	GASKET, CONNECTION	1
15	3800744	KIT, WTR PUMP	1
16	2865478	SWITCH, MAGNETIC	1
17	186917	CLAMP, V BAND	1
18	3076522	GASKET, WATER PUMP	1
19	AK 6050 SS	HOSE, FLEXIBLE	2
20	3037997	VALVE, SHUTOFF	1
21	4396219	PICKUP, MAGNETIC	1
22	RO3536803	TURBOCHARGER N14 RECON	1
23	4071832	GAUGE, PRESSURE	1
24	AX1013359	RADIWASH 3 LITERS	6
25	RO3084891	RECONDITIONED INJECTOR	6
26	3411335	THERMOSTAT	1
27	186780	SEAL, THERMOSTAT	1
28	3095826	SEAL, O RING	1
29	144032	HOSE, PLAIN	1
30	3872813	INDICATOR, RESTRICTION	1
31	4026171	GASKET, FUEL PUMP	1
32	3040349	BELT, V	1
33	3865312	SENSOR, TEMPERATURE	1
34	3818271	HOSE, PLAIN	2

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35	4071829	GAUGE, TEMPERATURE	1
36	5413187	BELT, V RIBBED	1
37	3102335	HOSE, FLEXIBLE	1
38	210753	CLAMP,HOSE	2
39	3254503	GAUGE,SIGHT	1
40	AK 4011 SS	HOSE,FLEXIBLE	1
41	LABOUR	D CHECK LABOUR	1

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PART-B: List of Optional Spares

Optional List of items to be replaced/repared during every D Check of QSB5.9G1 per engine					
Sr. No	Item	Item Description	Requested Qty	Unit Rate	Total Value including 18% GST
1	3941253	ROD,PUSH	12	131.43	1861.05
2	3918256	GASKET,OIL COOLER CORE	1	223.08	263.23
3	4939587	PUMP,LUBRICATING OIL	1	25,692.02	30316.58
4	3957544	CORE,COOLER	1	54,967.32	64861.44
5	3800487	SET,LOWER ENGINE GASKET	1	39,219.43	46278.93
6	A043A895	HOSE, ELBOW	2	5,198.94	12269.50
7	0503-3163-04	CLAMP-HOSE	2	390.39	921.32
8	43828	CLAMP, HOSE	2	87.99	207.66
9	5491993	SENSOR, POSITION	1	3,932.69	4640.57
10	5295530	ADAPTER, SENSOR	1	1,495.93	1765.20
11	6319903	SENSOR, PRS TEMPERATURE	1	4,703.74	5550.41
12	RSK2001	RECTIFIRE SERVICE KIT-UC 22/27	1	9,926.63	11713.42
13	0503-3099-03	HOSE FUEL	1	994.92	1174.01
14	5267980	DAMPER TUNED VIBRATION	1	3,630.02	4283.42
15	0503-3036-02	CLAMP HOSE	2	78.76	185.87
16	3076338	VALVE OIL CONTROL	1	118,314.52	139611.13
TOTAL					325903.75

Optional List of items to be replaced/repared during every D Check of NTA14R per engine					
Sr. No	Part No.	Description	Qty	Unit Rate	Total Value including 18% GST
1	3037997	VALVE,SHUTOFF	1	23,433.50	27651.53
2	4396219	PICKUP MAGNETIC	1	13,872.47	16369.51
3	2865478	SWITCH,MAGNETIC	1	4,154.32	4902.10
4	3231408	TACHOMETER	1	9,585.15	11310.48
5	RO5277588	HEAD,CYLINDER	3	78,016.09	276176.96
6	4913066	MOTOR,STARTING	1	134,043.75	158171.63
7	4078701	ALTERNATOR	1	260,805.15	307750.08
8	3073499	ROD,PUSH	6	5,543.83	39250.32
9	4089371	SET,UPPER ENGINE GASKET	1	49,418.00	58313.24
10	4912590	STRIP TEST	1	141.54	167.02
11	3066291	ROD,PUSH	12	5,212.82	73813.53
12	4105839KE287	PUMP,FUEL W CAL CODE	1	298,953.15	352764.72
13	209961	HOSE,FLEXIBLE	1	4,184.92	4938.21
14	210753	CLAMP,HOSE	2	131.59	310.55
15	3065061	HOSE,FLEXIBLE	1	11,307.17	13342.46
16	107981	CAP,FILLER	1	1,258.73	1485.30
17	3067979	CLAMP,V BAND	1	1,194.01	1408.93
18	135144	CLAMP,T BOLT	2	355.06	837.94

Signature of tenderer/s

Sr. DME/C&W/MB

19	100835	CLAMP,T BOLT	2	319.56	754.16
20	3235726	HOSE,HUMP	1	2,430.53	2868.03
21	3030515	HOSE,ELBOW	1	6,800.86	8025.01
22	3030774	HOSE,ELBOW	3	11,222.76	39728.57
23	3030778	HOSE,ELBOW	1	13,658.42	16116.94
24	3175623	CLAMP,T BOLT	7	380.14	3139.96
25	3627146	HOSE,ELBOW	1	24,279.25	28649.52
26	3627206	CLAMP,T BOLT	8	638.07	6023.38
27	140313	CLAMP,T BOLT	1	236.52	279.09
28	186917	CLAMP,V BAND	1	2,194.29	2589.26
29	AK10035 SS	HOSE,FLEXIBLE	1	4,114.34	4854.92
30	AK10060 SS	HOSE,FLEXIBLE	4	5,233.60	24702.59
31	AK 8039 SL	HOSE,FLEXIBLE	1	3,668.02	4328.26
32	AK 4021 SS	HOSE,FLEXIBLE	1	1,703.68	2010.34
33	2870340	HOSE,FLEXIBLE	1	1,901.18	2243.39
34	AK 6007 SS	HOSE,FLEXIBLE	1	1,757.56	2073.92
35	AK 4019 MS	HOSE,FLEXIBLE	1	1,194.44	1409.44
36	AK 4025 MS	HOSE,FLEXIBLE	1	2,015.94	2378.81
37	AK 4018 SS	HOSE,FLEXIBLE	1	1,709.36	2017.04
38	4071834	SENSOR,TEMPERATURE	2	7,240.30	17087.11
39	4071835	SENSOR,PRESSURE	1	8,609.11	10158.75
40	4327021	SWITCH,TEMPERATURE	1	10,703.63	12630.28
41	2897691	SWITCH,PRESSURE	1	14,316.94	16893.99
42	4071829	GAUGE,TEMPERATURE	1	7,411.75	8745.87
43	4071832	GAUGE,PRESSURE	1	6,733.93	7946.04
44	4071831	GAUGE,TEMPERATURE	1	7,591.86	8958.39
45	3865312	SENSOR,TEMPERATURE	1	6,121.60	7223.49
46	5413187	BELT,V RIBBED	1	2,983.35	3520.35
TOTAL					1596321.41

Note:

1. HC will be applicable @5% on all optional spare parts.
2. Optional spare parts /condition basis spare parts will be changed after taking the approval of branch officer /Sr. DME /C&W on conditions basis after joint inspection by consignee and service engineer of the contractor.

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure-1**Declaration/Undertaking**

1. I/We declare that any central Government department/Ministry of Railways must not have banned business with the bidder (any member in case of JV) as on date of Bid submission.
2. We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.
3. Bidder does not have a conflict of interest as mentioned in the GCC Services, January 2018.
4. I/We declare that I/we (the bidder or any of our constituents) has/have never been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
5. I/We declare that my/our (the bidder or any of our constituents) any previous contract in that Railway Division (Moradabad Division) had not terminated under clause 7.4, with in the previous 2 years from date of submission of bids.
6. I/We declare that I/we (the bidder or any of our constituents) has/have never been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract in that Railway Division (Moradabad Division), such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

**Thanking you,
Yours Faithfully,**

**(Signature with stamp)
Name of the Contractor with date**

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure -2

List of works of similar nature completed & contractual payment received in last three financial years and in current year

Name of Work: The work of “----- (Full name of the work) -----” has been Completed/ongoing with following details:

1	Name & complete address of the contractor					
2	Nature of entity (sole prop/partnership firm/company/JV)					
3(a)	In case of Sole proprietorship, the name of sole proprietor					
(b)	In case of partnership firm/ JV, the names & shares of various partners members (as applicable)					
(c)	In case of pvt./ltd. company, the names of directors					
4	Date of Acceptance/Letter of Acceptance					
5	Brief description of nature & scope of work					
6	Agreement No. & date					
7 i)	Original Agreement Cost					
ii)	Final Agreement Cost					
8	Total payment made along with financial year wise break-up	FY's				
		Amount				
9	Original date of completion (DOC)					
10	a) Actual date of completion (b) Whether extension to DOC given with penalty or without penalty					
11	LD/Penalties/other recoveries made in contract					
12	GST/Service Tax (Included/Excluded) in payments					
13	Performance of contractor (Satisfactory/unsatisfactory)					

It is certified that the above work has been completed successfully in accordance with provisions of contract.

Date of issue of certificate:

Case File No. : (.....)

Note:

- i) Supporting documents/certificates (duly attested) from the organizations with whom worked/are working should be enclosed.
- ii) Tenderers may re-type this annexure, if space given is considered inadequate.
- iii) Kindly indicate that whether payment made was/is inclusive/Exclusive of GST/Service Tax component in the certificate attached for work experience. In case no information is provided on Service Tax/GST in uploaded certificate, then final payment received under the work will be considered after excluding the portion of 18.00% on account of GST for evaluation purpose.

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure- 3

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY**BANK CERTIFICATE**

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, “**Comprehensive Annual Maintenance Contract (CAMC) of Cummins Engines (02 nos. NTA14R.430 and 02 nos. QSB5.9G1) of SPARMV/HW for three years at C&W Depot Haridwar of MB Division**” is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

____ Sd. ____

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

Signature of tenderer/s

Sr. DME/C&W/MB

ANNEXURE - 4

LIST OF WORK ON HAND

S. No.	Name of Work	Name of the organization for whom executed, and Contract Awarding Authority & Phone No.	Contract agreement No. and date of Award	Approx. Value of Contract (Rs.)	Main Feature of the Work	Date of Work Started	Date of Completion	%age Progress
1	2	3	4	5	6	7	8	9

Note:

- i) Supporting documents/certificates (duly attested) from the organizations with whom worked/are working should be enclosed.
- ii) Tenderers may re-type this annexure, if space given is considered inadequate.

Signature with seal of Tenderer (s)
Tenderer(s) Seal

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure-5

Financial DATA

Applicant's legal name

Date

Group Member's legal name.....

Page of Pages

Each Applicant or member of a JV must fill in this form

S.No.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)			
		2022-2023	2023-2024	2024-2025	2025-2026
1	Total Assets				
2	Current Assets				
3	Total External Liabilities				
4	Current Liabilities				
5	Annual Profits Before Taxes				
6	Annual Profits After Taxes				
7	Net Worth [= 1 - 3]				
8	Liquidity [= 2 - 4]				
9	Return on Equity				
10	Gross Annual turnover				

Note:

Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above, complying with the following conditions.

Separate Performa shall be used for each member in case of JV/Consortium.

All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.

Historic financial statements shall be audited by the Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

Historic financial statements must be complete, including all notes to the financial statements.

Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years

Return on Equity = Net Income / Shareholders Equity

Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stockholders but after dividends to preferred stock).

Shareholders equity does not include preferred shares.

The above Appendix shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.

In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

Signature with seal of Tenderer (s)
Tenderer(s) Seal

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure-6

**LIST OF KEY PERSONNEL/ORGANISATION AVAILABLE ON HAND AND PROPOSED TO
BE ENGAGED FOR THE SUBJECT WORK**

S.No.	Nane & Designation	Qualification	Professional Experience	Remark
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

Note: Re-Type Annexure, if space given are considered inadequate.

Signature of the Tenderer

Tenderer (s) Seal

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure-7

Details and Declaration to be uploaded with the Bid Details of the Tenderer:

1	Constitution of the firm/ concern (Tick as applicable)	Sole Proprietorship/ Partnership Firm/ Company/ Society
2	Full name of Sole Proprietorship/ Partnership firm/ company/ Society (as the case may be)	
3	Year of formation/ incorporation	
4	PAN No.	
5	GSTIN No.	
6	Registered Office Address	
7	Address on which correspondence regarding this tender should be done	
8	Name of the proprietor/ partners etc.	

1. I/We certify that none of the Central Government Department / Ministry of Railways have not banned business with bidder (any member in case of JV) as on the date of bid submission.
2. **(UNDERTAKING FOR FINANCIAL STABILITY):** I/We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.
3. I/We certify that I/we (the bidder or any of our constituents) has/have never been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
4. I/We certify that my/our (the bidder or any of our constituents) any previous contract in that Railway Division (Moradabad Division) had not terminated under clause 7.4, with in the previous 2 years from date of submission of bids.
5. I/We certify that I/we (the bidder or any of our constituents) has/have never been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract in that Railway Division (Moradabad Division), such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).
6. 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.

Signature with seal of Tenderer (s)
Tenderer(s) Seal

Signature of tenderer/s

Sr. DME/C&W/MB

FORMS**Form No. E-5**Electronic Clearing Service (Credit Cleaning)
Model Mandate Form

(Investor/ customer's option to receive payments through Credit Clearing Mechanism)

Name of the scheme and the periodicity of payment

No.

- 1) Investor/customer's name :
- 2) Particulars of Bank account :
 - A Name of the Bank :
 - B Name of the branch :
Address :
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)
(In lien of the bank certificate to be obtained as under.

Please attach a blank cancelled cheque or photocopy of cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

- 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 the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(_____)
Signature of the Investor Customer

Date

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

Bank's Stamp

Signature of the Tenderer/s

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure-9

Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer along with the tender

(Ref. Clause 2.2.1.3 of Bid Evaluation System and Eligibility Criteria)

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

M/s (hereinafter called tenderer) for the purpose of the Tender documents for the work **“Comprehensive Annual Maintenance Contract (CAMC) of Cummins Engines (02 nos. NTA14R.430 and 02 nos. QSB5.9G1) of SPARMV/HW for three years at C&W Depot Haridwar of MB Division”** as per the Tender No./Bid 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 tenderer and have signed all the pages in the confirmation thereof.
3. I/We hereby declare that I/We have **downloaded the tender documents from Indian Railway website www.ireps.gov.in**. I/We have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, 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 me/us.**
7. I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time **during process for evaluation** of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I/We (*insert name of the tenderer*)** and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time **after the award** of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure-10

Deviation Schedule:

<i>Clause #</i>	<i>Comment</i>	<i>Deviation(s)</i>
<i>General Conditions:</i>		
<i>Special Conditions:</i>		

Signature with seal of Tenderer (s)
Tenderer(s) Seal

Signature of tenderer/s

Sr. DME/C&W/MB

Annexure-12**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tenders of any value.
3. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the competent registrar or the partnership deed should have been notarized prior to date of tender opening, as per Indian Partnership Act.
4. Separate identity/name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of the any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. Once the tender has been submitted, the constitution of firm shall not be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc, in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what so ever. Any change in the constitution of Partnership Firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraws from the firm after opening of the tender and before the award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under Clause 62 of General Condition of Contract.
6. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
7. The tender form shall be purchased and submitted only in the name of partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of partnership firm. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
8. One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender/contract. Such "Power of Attorney" should be notarized/ registered and submitted along with tender.
9. A notary certified copy of registered or notarized partnership deed shall be submitted along with the tender.
10. On award of the contract to the partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. All the guarantee like performance guarantee, guarantee for Mobilization advance, Plant and Machineries advance shall be submitted only in the name of the partnership firm and no splitting of guarantee among the partners shall be acceptable.
11. On issue of LOA, contract agreement with partnership firm shall be executed in the same of the firm only and not in the name of any individual partner.

Signature of tenderer/s**Sr. DME/C&W/MB**

12. In case, the contract is awarded to partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- a) **Joint and several liabilities** The partners of the firm to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b) **Duration of the partnership deed and partnership firm agreement:** The partnership deed/ partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of contract liable for determination of contract under clause 62 of General Conditions of Contract.
 - c) **Governing Laws:** The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian Laws.
 - d) No Partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of the Railway in respect of the tender/contract.
13. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender-
- a) A copy of registered/ notarized partnership deed duly authenticated by notary.
 - b) Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partner(s) or any other person(s) as detailed in para (8) above.
 - c) An undertaking by all partners of the partnership firm shall be given that they have not been black listed or debarred by Railways or any other Ministry/Department of Govt. of India/ any State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under clause 62 of General Conditions of Contract-1999.
14. **Evaluation of eligibility of a partnership firm**
Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the following conditions:
- i) **Technical eligibility criteria** - The tenderer should satisfy either of the following criteria:-
 - a) The partnership firm shall satisfy the full requirement of technical eligibility criteria (as minimum eligibility criteria defined in NIT) in its own name and style.

OR

 - b) In case the partnership firm does not fulfill the technical eligibility criteria in its own name and style, but one of its partners has executed a work in the past either as a sole proprietor of a firm or as a partner in a different partnership firm, then such partner of the firm shall satisfy the technical eligibility criteria (as minimum eligibility criteria defined in NIT) on the basis of his/her proportionate share in that proprietorship/ partnership firm reduced further by his/her percentage share in the tendering firm.
 - ii) **Financial eligibility criteria** - The tenderer shall satisfy either of the following criteria:-
 - a) The partnership firm shall satisfy the full requirements of the financial eligibility criteria (as minimum eligibility criteria defined in NIT) in its own name and style.
 - b) In case the partnership firm does not fulfill the financial eligibility criteria in its own name and style, but one or more of its partners have executed a work/ contract in the past either as sole proprietor or as partner in different firms, then the arithmetic sum of the contractual payments received by all the partners of the tendering firm, derived on the basis of their respective proportionate share in the such firms reduced further by their respective percentage share in the tendering firm, shall satisfy the full requirements of the financial eligibility criteria. (as minimum eligibility criteria defined in NIT)

Signature of tenderer/s

Sr. DME/C&W/MB

Example on Evaluation of Technical & Financial Eligibility of Partnership Firm

A tendering partnership firm "ABCD" has four constituent partners namely "A", "B", "C" & "D" with their respective shares as 40%, 30%, 20% & 10%, but this firm has not executed any work in its own name and style. However, the constituent partners have executed the work in earlier partnership firm(s) or as sole proprietor as under:

- (i) Partnership firm "ABZ" having three partners namely "A", "B" & "Z" with respective shares of 10%, 20% & 70%, has executed a work of value Rs.10.00 crores earlier.
- (ii) Partnership firm "CYX" having three partners namely "C", "Y" & "X" with respective shares of 50%, 30% & 20%, has executed a work of value Rs.5.00 crores earlier.
- (iii) Sole proprietorship firm "P" having "D" as sole proprietor has executed a work of value Rs.2.0 Crores earlier.

The evaluation of technical and financial eligibility of tendering firm "ABCD" shall be done by taking proportionate share of credentials of partners A, B, C and D derived from their earlier partnership firms to be reduced further by their percentage share in the tendering firm as calculated in table below:-

1	2		3		4		5	
Partners	Credentials of "A" & "B" derived from firm "ABZ" which has executed work of Rs.10.0 Cr.		Credentials of "C" derived from firm "CYX" which has executed work of Rs.5.0 Cr.		Credentials of "D" derived from Proprietorship firm "P" which has executed work of Rs.2.0 Cr.		Credentials of "A", "B", "C" & "D" to credentials of tendering firm "ABCD"	
	% share in firm "ABZ"	Proportionate Credentials	% share in firm "CYX"	Proportionate Credentials	% share in firm "P"	Proportionate Credentials	% share in firm "ABCD"	Proportionate Credentials to "ABCD"
A	10%	10% of 10 Cr.=1.0Cr.	-	-	-	-	40%	40% of 1 Cr.=0.4Cr.
B	20%	20% of 10 Cr.=2.0 Cr.	-	-	-	-	30%	30% of 2 Cr.=0.6 Cr.
C	-	-	50%	50% of 5 Cr.2.5 Cr.	-	-	20%	20% of 2.5 Cr. = 0.5 Cr.
D	-	-	-	-	100%	100% of 2Cr.= 2.0 Cr.	10%	10% of 2Cr.=0.20Cr.

Evaluation of Technical Eligibility:-

Any one of the partners of "ABCD" tendering firm viz A, B, C or D should satisfy the technical eligibility criterion on the basis of his/her proportionate share of credential in the earlier partnership firm reduced further by his percentage share in the tendering firm. As calculated in above table, the contribution of partners A,B,C & D towards the credentials of tendering firm "ABCD" will be taken as Rs.0.40 Cr., Rs.0.60 Cr., Rs.0.50 Cr., and Rs.0.20 Cr. Respectively. Thus, in this example the firm "ABCD" is deemed to have executed one single work of maximum value of rs.0.60 Cr. for the purpose of technical eligibility criteria.

Evaluation of Financial Eligibility:-

The arithmetic sum of the contribution of all the partners of tendering firm "ABCD" derived on the basis of their respective proportionate share in the earlier partnership firms reduced further by their respective percentage share in the tendering firm, in this example will be taken as Rs.1.70 Cr. (i.e. A + B + C + D =0.40 + 0.60 + 0.50 + 0.20 = 1.70 Cr.) Thus, in this example, the firm "ABCD" is deemed to have received contractual payments of Rs.1.70 Cr. for the purpose of financial eligibility criteria.

Signature of tenderer/s

Sr. DME/C&W/MB

CHECKLIST FOR SUBMISSION OF TENDER

S. N.	Item	Uploaded		Ref. page No. in the list of documents
		Yes	No	
A.	Earnest Money (EMD) Details			
1	Details of Earnest Money Deposit (EMD)			
B.	Important Declarations /Undertakings			
1	“Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer along with the tender” as per Annexure-9 and clause no. 2.5.1(1.3) of “Eligibility of Bidders and Bid Evaluation System”			
2	Self-Attested Copy of Declaration regarding Employment / Partnership etc. of Retired Railway Employees as per clause no. 2.3 Disqualification of Bidders of “Eligibility of Bidders and Bid Evaluation” and Clause no. 16 “Bid Form (Second sheet)”.			
3	Declarations /Undertakings in compliance of the Clause No. 2.3.3 & 2.3.4 of “Eligibility of Bidders and Bid Evaluation” (Sample Format: Annexure-1)			
C	Documents Related to The Firm			
1	Self-Attested Copy of Documents of constitution of the legal entity (Under taking for Proprietorship /Partnership deed / Memorandum and Article of association etc. as applicable)			
2	Self-Attested Copy of Power of Attorney in favour of authorized signatory of tender document			
3	Self-Attested Copy of PAN Card of			
4	Self-attested Copy of GSTIN Registration Number			
D	‘Minimum Eligibility Criteria’ as mentioned in the tender document			
1	Self-Attested copy of Experience/Completion certificate for work experience			
2	Self –Attested copy of Audited balance sheets for Financial Turnover			
3	Self-Attested copy of Banking reference for Liquidity as per Annexure-3			
E	Other related Document			
1	Self-Attested copy of Document/credential related to the previous work done			
2	Self-Attested copy of Document/credentials related to the ‘Turn Over (in last three years and current Financial year)			
3	Self-Attested copy of Document/Credentials related to ‘Number of years in operation’.			
F	Annexure of Tender Document to be uploaded for Technical Evaluation			
1	Annexure-2: List of work of Similar nature Completed & Contractual Payment Received in Last three financial years & in Current years			
2	Annexure-3: Sample Format for Banking Reference for Liquidity			
3	Annexure-4: List of work on Hand			
4	Annexure-5: Financial DATA			
5	Annexure-6: List of Key personnel / Organisation available on hand and proposed to be engaged for the subjected work			
6	Annexure-7: Details and Declaration to be uploaded with the bid			
7	Annexure-8: Electronic Clearing Service Model Mandate Form			
8	Annexure-9: Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer along with the tender			
9	Annexure-10: Deviation Schedule			

Note: The check list is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required document accordingly. No claim based on this checklist will be accepted.

-- End of the Tender Document --

Signature of tenderer/s

Sr. DME/C&W/MB