

NORTH WESTERN RAILWAY



Department: Mechanical

Division: Bikaner

TENDER DETAILS

1	Tender Notice No.	:	04-Mech-Chg-TLAC-2026-27
2	Name of work	:	Comprehensive Annual Maintenance Contract of 25 KVA inverters of Auto meter make in SGAC Coaches of NWR Railway for a period of Three years.
3	Tender Value	:	Rs. 2,97,69,361.92/-
4	Tender document cost	:	Nil
5	Earnest Money deposit	:	As stipulated in IREPS NIT
6	Offer validity	:	60 days
7	Period of Contract	:	03 (Three years)
8	Type of Bidding	:	Single Tender with OEM
9	Contract Type	:	Works Contract The contract will be dealt with various clauses and sub-clauses of GCC for Works-April'2022 (with all latest correction slip amended up to date).

Issued by

Sr. Divisional Mechanical Engineer
C&W/NWR/ Bikaner
For and on behalf of President of India

PART-I Instructions to Tenderers (ITT)

1.0 Applicability

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

Order of Precedence of Documents

In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol. I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.1 Interpretation

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

1.2 Definition

In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- (c) "Chief Engineer" shall mean the Officer-in-Charge of the Mechanical Department of Railway and shall also include Principal Chief Mechanical Engineer and shall mean & include their successors of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer in charge of a Division of Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Mechanical Department, i.e., the Senior Divisional Mechanical Engineer (Co.) or Sr. Coaching Depot Officer and shall mean & include the

Engineers of the Successor Railway.

- (f) "Tenderer" shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
 - (g) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
 - (h) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
 - (i) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
 - (j) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
 - (k) "Standard Schedule of Rates (SSOR)" shall mean the Schedule of Rates adopted by the Railway, which includes-
 - (a) "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated GCC April 2022 with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 - (b) "Delhi Schedule Of Rates (DSR)" i.e., the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - (l) "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
 - (m) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
 - (n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
 - (o) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.
- 1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of contractors:

- 2.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer / Divisional Railway Manager, furnishing particulars regarding:

- a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;
 - b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;
 - c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
 - d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
 - e) his ability to supervise the work personally or by competent and duly authorized agent;
 - f) his financial position;
- 2.2 An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.
- 2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.
- 2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

TENDERS FOR WORKS

3. Tender Form

Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **Annexure-I of GCC for Works-April'2022**. e- Tender Forms shall be issued free of cost to all tenderers.

4. Omissions & Discrepancies

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. Bid Security

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

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

Note

1. The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 2. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Bid Security Deposit as detailed above.
 3. Labour Cooperative Societies shall deposit only 5 0% of above Bid Security as detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

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

2. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA of GCC for Works- April'2022 and shall be valid for a period of 90 days beyond the bid validity period.

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

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

6. Care in Submission of Tenders

(a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the

concerned authority.

(a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

(a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by Contractor;

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;

Any other non-compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

6.1 In addition to **Annexure-V (to be submitted through IREPS portal as per Railway Board Letter No.- 2022/CE-I/CT/GCC Correspondence, dated- 14.05.2024)**, In case of other than Company/Proprietary firm, **Annexure-V(A)** of GCC for Works-April'2022 shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. **Non-submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid.** It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/ digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

CONSIDERATION OF TENDERS

7. Right of Railway to Deal with Tenders

The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

(a) Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender

documents provide for the same.

- (b) **Pre-Bid Conference:** Intenders having advertised value more than Rs.50 Crore or as mentioned in the tender document, Railway shall conduct Pre-Bid Conference(s) with the prospective bidders.
- (c) **Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- (d) **Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- (e) **Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.
However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

8. Execution of Contract Document

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

9. Form of Contract Document

Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure-IV of GCC for Works-April'2022.

TENDER FORM (First Sheet)**TENDER NOTICE NO.: 04-Mech-Chg-TLAC-2026-27****Name of Work: - Comprehensive Annual Maintenance Contract of 25 KVA inverters of Auto meter make in SGAC Coaches of NWR Railway for a period of Three years.**

To

The President of India

Acting through the DRM Mechanical(C&W) North Western Railway-Bikaner

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for NW Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

Indian Railways Standard General conditions of contract (works) **April 2022**, updated and revised up to date shall be applicable for the work contract

1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:

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

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

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

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

5. The works are required to be completed within a period of 36 months from the date of issue of acceptance letter.

6. Bid Security:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

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

(c) If his tender is accepted,

(i) the Bid Security mentioned in para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause- 16 of

the Standard General Conditions of Contract;

- (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause- 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

- 7. Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- 8.** If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
- 9.** If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria: Not applicable- Not Applicable in this tender.

10.2 Financial Eligibility Criteria: Not applicable Not Applicable in this tender.

Note: Dispensation in eligibility criteria (technical and financial criteria) provided to bidders who are either OEMs or source approved by RDSO as per Railway Board Letter No.- 2019/Elect(G)/165/1, dated- 22.04.2020.

10.3 Bid Capacity: Not Applicable in this tender.

10.4 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender. (Not Applicable)

Tenderer(s) who is / are not borne on the approved list of the Contractors of North Western Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past. (Not Applicable)
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past. (Not Applicable)
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) In addition to Annexure-V (to be submitted through IREPS portal), In case of other than company/Proprietary firm, **Annexure-V(A)** shall also be submitted by each member of a Partnership

Firm / joint venture (JV)/ Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. **Non submission of a copy of certificate by the bidder shall result in summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

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

13. Execution of Contract Documents:

The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Divisional Railway Manager, North western Railway, Bikaner, Bikaner-334001 for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in **tender form (First Sheet).**

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

(i) Following documents shall be submitted by the tenderer: -

(a) Sole Proprietorship Firm: -

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

(b) HUF:

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

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

(c) Partnership Firm:

(i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).

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

(e) Company registered under Companies Act 2013:

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

(ii) A copy of Certificate of Incorporation.

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

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

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign

the tender on behalf of the LLP and create liability against the LLP.

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

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

(g) Registered Society & Registered Trust:

(i) A copy of Certificate of Registration

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

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

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

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

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

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

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

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

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

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

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

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

(a) Should a tenderer

(i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

(ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

- (iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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

17. JOINT VENTURE (JV) IN WORKS TENDERS- Joint Ventures are not allowed in this tender.

18. Participation of Partnership Firms in works tenders:

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

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

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

a. Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

b. Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

c. Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

d. No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

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

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

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) GCC April 22.

19. Advances to Contractor –

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

Signature of Tenderer(s)
Date _____

(Signature)
(Designation)
_____ Railway
Date _____

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

I..... (Name and designation) **appointed as the attorney/authorized signatory of the tenderer, M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of **“Comprehensive Annual Maintenance Contract of 25 KVA inverters of Auto meter make in SGAC Coaches of NWR Railway for a period of Three years.”** as per the tender No. **04-Mech-Chg-TLAC-2026-27** of **North Western Railway**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other provided in the contract including banning of business for a period of upto two year. Further, I/we (*insert name of the tenderer*) **_____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.

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

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

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

ANNEXURE-V(A)

Reference -Para 6.1 of ITT

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

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

1. I/we certify that..... (Constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent Authority. I/we hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE OF THE
CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

(Bid Security)

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

Name of the Bank: -----

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

Beneficiary: Railway

Date:

Bank Guarantee Bond No.:

Date: -----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....**[insert date of issue]**till**[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

signature(s)

.....

Bank's Seal and authorized

[Name in Block letters]

[Designation with Code No.]

.....

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name& address & Seal

Bank's Seal

[P/Attorney]

No.

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

Declaration regarding association of the tenderer with serving/retired Gazetted Railway Officer(s)

Sr. No.	Name of the Railway Officer	Relationship with the tenderer	If serving, designation & place of working	If retired			
				Date of Retirement	Designation & place of working at time of retirement	Whether period of retirement is more than 1 year from the date of submission of tender	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7	8

Note: If no Railway Officer is associated with the tenderer, then write **NIL**. (Please do not keep this page as blank).

Tenderer's Seal

Signature of the tenderer

Details of the Tenderer

Sr. No.	Description	Details
1	Name of the tenderer	
2	Address	
	Mobile Number	
	Telephone Number	
	Fax No.	
	e-mail ID*	
3	Status of the tenderer: individual / proprietorship firm / partnership firm/ private limited/ public limited/ Society/ Autonomous body (Attach documentary evidence.)	
4	PAN No. (Attach documentary evidence.)	
5	GSTIN No. (If applicable) (Attach documentary evidence.)	
6	EPF Registration No. (Attach documentary evidence.)	
7	ESIC Registration No. (Attach documentary evidence.)	
8	Other Registration details under other applicable Laws (Attach documentary evidence.)	
9	Name of the person signing the tender	
10	Authority for signing the tender (Refer to Clause No. 6(b) of Part- I of General Conditions of Contract of Indian Railways)	

* The date of sending any letter by Railway to the contractor on the email address will be deemed to be the date of receipt of the same by the contractor. Therefore, contractor should regularly check his incoming emails. If there happens to be any change in the email ID and other contact details, the same should be communicated by the contractor to Railways immediately. Please do not keep any table blank write Not Applicable, as per the case.

The above information should be necessarily submitted by the tenderer.

Tenderer's Seal

Signature of the Tenderer

MANDATE FORM FOR EFT/NEFT**1. PARTICULARS OF THE PARTY:**

- i. NAME:
- ii. ADDRESS:
- iii. PHONE NO: _____ MOBILE _____ FAX NO. _____
- iv. INCOME TAX PAN NO.:
- v. EMAIL ID.:

2. PARTICULARS OF BANK ACCOUNT

- i. CITY:
- ii. BANK NAME:
- iii. BRANCH:
- iv. BANK ADDRESS:
- v. BANK TEL NO. _____ FAX NO. _____
- vi. BANK MICR CODE (9 DIGIT):
- vii. BANK IFS code:
- viii. BANK ACCOUNT NO:
(Please enclose a cancelled blank cheque)
- ix. ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT):

3. Certified that the particulars furnished with reference to Bank Account are correct and the bank guarantees to honor all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the bank**4. DECLARATION BY THE PARTY:**

- i) I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e., FA & CAO/North Western Railway, Jaipur Railway will not be held responsible.

Date_____

Signature of the Party with Stamp

PART-II

Standard General Conditions of Contract (SGCC)

1.(1) Definition

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

- (a) "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 his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
- (c) "Chief Engineer" shall mean the Officer in-charge of the Mechanical Department of Railway and shall also include Principal Chief Mechanical Engineer and shall mean and include their successors, of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer in charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Mechanical Department, i.e., Senior Divisional Mechanical Engineer (Co-ordination) or Senior Coaching Depot Officer and shall mean and include the Engineers of the Successors Railway.
- (f) "Engineer's Representative" shall mean the Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Mechanical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (g) "Contractor" shall mean the Person/Firm/LLP/Trust/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 assigns.
- (h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by special specifications if any.
- (k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
 - 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 - 2. "Delhi Schedule Of Rates (DSR)" i.e., the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (l) "Drawing" shall mean the maps, drawings, plans and 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 Engineer from time to time.

- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but do not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

1.(2) Singular and Plural

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

1.(3) Headings and Marginal Headings

The headings and marginal headings in these Standard 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 the contract.

GENERAL OBLIGATIONS

- 2.(1) Execution Co-Relation and Intent of Contract:** The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- 2.(2)** If a work 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.
- 2.(3)** If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary thereto, 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.
- 3.(1) Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to Regulations and Bye-Laws:** The Contractor shall conform to the provision of any statute

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

3.(3) Environmental and Forest clearances

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).

- 4 Communications to be in Writing:** All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e- mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
- 5 Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.
- 6 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 the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
- 7 Assignment or Subletting of Contract:** The provision of GCC Works will be applicable with up to date latest correction slips.
- 8 Assistance by Railway for the Stores to be obtained by the Contractor:** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.
- 9 Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
- 10 Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.
- 11 Use of Ballast Trains-** The provision of GCC Works will be applicable.
- 12 Representation on Works-** The provision of GCC Works will be applicable.
- 13 Relics and Treasures-** The provision of GCC Works will be applicable.
- 14 Excavated Material-** The provision of GCC Works will be applicable.
- 15 Indemnity by Contractors-** The provision of GCC Works will be applicable.
- 16.(1) Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank

Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or maybe recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

- (a) Final Payment of the Contract as per clause 51. (1) and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.

16.(2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of the Standard General Conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of the Standard General Conditions, the Security Deposit shall not be forfeited.

16.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4) (b) of this clause will be payable with interest accrued thereon.

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e., from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

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

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

Note:

In case of extension of date of completion, selected bidder needs to submit extended insurance surety Bond/Fresh insurance Surety Bond/Fresh performance security, in any of the form as given above, before expiry of existing insurance Surety bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
 - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vii) Deposit in the Post Office Saving Bank;
 - (viii) Deposit in the National Savings Certificates;
 - (ix) Twelve years National Defence Certificates;
 - (x) Ten years Defence Deposits;
 - (xi) National Defence Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Sr. DFM/NWR/BKN (free from any encumbrance) may be accepted.
- (c)** The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d)** The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e)** The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f)** Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g)** The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of the Standard General Conditions.
- (h)** If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

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

17 Force Majeure Clause:

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/pandemics, 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 30 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 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 Engineer as to whether the works 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.

17.A Extension of Time in Contracts

Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

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

(iii) Extension for Delay due to Railways

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

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

extended period of time was originally provided in the original contract itself.

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

17.B Extension of Time with Liquidated Damage (LD) for delay due to Contractor

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A (of GCC for Works- April'2022), the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of GCC for Works-April'2022) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work 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 Security Deposit and rescind the contract under Clause-62 (of GCC for Works-April'2022) of these Conditions, whether or not actual damage is caused by such default.

NOTE: In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

18 Illegal Gratification The provision of GCC Works will be applicable with up-to-date latest correction slips.

EXECUTION OF WORKS

19 (1) Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

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

20.(1) Compliance to Engineer's Instructions: The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.(2) Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under written instructions from the Engineer.

20.(3) Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

- 20.(4) Separate Contracts in Connection with Works:** The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.
- 21. Instruction of Engineer's Representative:** Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
 - (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
- 22. Adherence to Specifications and Drawings** The provision of GCC Works will be applicable.
- 23. Working during Night:** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.
- 24. Damage to Railway Property or Private Life and Property:** The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.
- 25. Sheds, Storehouses and Yards:**
The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipment necessary for the execution of the works.
- 26. Provision of Efficient and Competent Staff at Work Sites by the Contractor:**
- (i) The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the

execution of any of these works as are careful and skilled in the various trades.

- (ii) The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- (iii) In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause-62 of these conditions of GCC for Works- April'2022.

26A Deployment of Qualified Engineers at Work Sites by the Contractor:

- (a) The Contractor shall also employ qualified Graduate Engineer(s) or qualified Diploma Engineer(s), as prescribed in the tender documents.
- (b) In case the Contractor fails to employ the Engineer, as aforesaid (para a of 26A) Para 26A.1 of GCC for Works- April'2022, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- (c) No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

VARIATIONS IN EXTENT OF CONTRACT

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

d. Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) 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).

(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

CLAIMS

29. (1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.

(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 he 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.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

30. Quantities in Bill(s) of Quantities Annexed to Contract: The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

31. (i) Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer'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 Bill(s) of Quantities 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

Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. 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 Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

- (a) 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 Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him 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.
 - (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (ii) Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

- (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities 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 Bill(s) of Quantities 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. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent 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.
 - (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) **Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
 - (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording

of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 31(i) above.

- 32. (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 Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.
- (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 ₹1 will be reckoned as ₹ 1.
- (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 Engineer/Engineer's Representative) 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 work having been executed nor of the manner of its execution being satisfactory.
- (4) Manner of Payment:** Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

33. Price Variation Clause (PVC): PVC will not be applicable.

LABOUR

- 34. Wages to Labour:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.
- If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.
- If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.
- 35. Apprentices Act:** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.
- If the Contractor directly or through petty Contractors or subcontractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.
- 36. Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct

the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

37. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- (1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- (3) The Contractor shall pay to the labour employed by him directly or through sub- contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- (5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

38. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

39. (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by

contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to the shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till_Month,_Year."

40. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

41. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

42. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

43. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

DETERMINATION OF CONTRACT

44. Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

45. Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

46. The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he

did not derive in consequence of determination of contract.

47. Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma Annexure-IX of GCC Works) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII of GCC Works, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII of GCC Works, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII of GCC Works), only in cases where progress of work is more than or equal to 80% of the original scope of work.

48. Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing

the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

- (i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (vi) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (vii) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously

49. Settlement of Disputes – Indian Railway Arbitration and Conciliation Rules All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be dealt as clause no.63, 64 and their various sub-clauses of GCC for Works-April'2022 (with latest correction slip, if any as applicable).

Check List

1. The contract will be governed by railways “General Conditions of contract for Works contracts” issued by Railway board with corrigendum issued upto date.
2. **Technical Eligibility Criteria- Not applicable.**
3. **Financial Eligibility Criteria –Not applicable.**
4. **ANNEXURE-V (to be submitted through IREPS portal) (Mandatory if not provided offer may be summarily rejected).**
5. **ANNEXURE-V(A): (Mandatory if not provided offer may be summarily rejected).**
6. **Required Bid Security/EMD.**
7. ANNEXURE-VII- Declaration regarding association of the tenderer with serving/retired Gazetted Railway Officer (s)
8. Annexure- VIII- Details of the Tenderer
9. Annexure- IX- Mandate form for EFT/NEFT
10. Copy of GST registration certificate
11. Copy of PAN card
12. Documents of constitution of the legal entity (Undertaking for proprietorship / Partnership deed / Memorandum and Articles of Association), each member in case of JV/consortium- Power of Attorney and Board resolution, MOA & AOA where applicable as per Clause 14 of TENDER FORM (Second Sheet).

SCHEDULE OF RATE/QTY

Name of Work: Comprehensive Annual Maintenance Contract of 25 KVA inverters of Autometer make in SGAC Coaches of NWR Railway for a period of Three years

Schedule A: Comprehensive AMC of 25 KVA inverters of Autometer make in SGAC Coaches of NWR Railway for a period of Three years					
Sr. No.	Description	No. of coaches	No. of Inverter months (As per list attached)	Rate per Inverter per month	Amount
1	Annual Maintenance Contract (Comprehensive) of 25 KVA inverters of Autometer make fitted in SG AC Coaches. Unit Rate is per inverter per month. (Per Unit=Inverter Month) including GST.	38	2736	10222.72	27969361.92
Schedule B: One Time Repair of Autometer Make 25 KVA Inverters installed in Military Coaches and coaches received from other Zonal Railways.					
1	Charges for one time repair of Autometer Make 25 KVA Inverters installed in Military Coaches and coaches received from other Zonal Railways. (This will be charged only after receiving verified Bill and work report from Depots/Workshops)	Lumpsum			1800000.00
Total					29769361.92

Note: -

1. Rates are inclusive of all type of applicable expenses including GST.
2. Contractor may kindly note that he is to quote % Above/Below/AT PAR (for Schedule A) taking into account his margin i.e., contractor benefit only.
3. Contractor may kindly note that he is to quote % AT PAR (for Schedule B) only.
4. Contractor shall be paid GST, if applicable, at the prescribed rate by Govt. (Present rates 18%, however GST will be paid as applicable during the execution of work)
5. Payment of GST will be made to firm only after production of verified documents for having deposited the same by the firm to concern authorities. Payment will be made on the basis of details mentioned in these documents.
6. The Tender document submitted should be complete with financial status, previous experience and other documents.
7. Contractor should fulfill all relevant requirements related to Labor Laws.
8. The contractor must have to follow the minimum wages act amended up-to-date.
9. The work should be carried out as per I.E. Rules and regulation and code of practice.
10. Contractor shall be OEM (Original equipment manufacturer).

TECHNICAL SPECIFICATION AND OTHER CONDITION.

- 1.0 Scope of work:** - Scope of work includes Comprehensive Annual Maintenance Contract of 25 KVA inverters of Autometer make in SGAC Coaches of NWR Railway for a period of Three years.
- 1.1 Site of works: - Primary & Secondary depots of Jaipur, Jodhpur, Bikaner and Ajmer divisions.
- 1.2 The tender is for the trouble-free operation of inverter by the user Railway, at Jaipur, Jodhpur, Bikaner and Ajmer divisions of North Western Railway. Sr.DME(C&W) - Jaipur, Jodhpur, Bikaner and Ajmer shall be responsible for operating the contract. They will liaisons with the firm and inform at the defined address or by telephone/telex or in person immediately when the break down maintenance is to be attended.
- 2.0 Definition:**
- 2.1 The party with whom user Railway have entered for this contract may be referred to as contractor for maintenance use and reference for this AMC contract.
- 2.2 User Railway means the North Western Railway or Jaipur, Jodhpur, Bikaner and Ajmer division.
- 3.0 Place of work:** - The contract is applicable for maintenance and repairs to inverters fitted on RMPU Self generating coaches who are nominated for base station of Jaipur, Jodhpur, Bikaner and Ajmer divisions. The preventive maintenance of the inverter shall be carried out at the base maintenance stations (Jaipur, Jodhpur, Udaipur, Ajmer, Bikaner, Lalgarh, Barmer, Sriganganagar, Bhiwani, Hisar, Hanumangarh) of the above-mentioned divisions of North Western Railway. Breakdown maintenance may be carried out at other locations also.
- 4.0 Authority for Operation of Contract:** - The nominated nodal officer Sr.DME/(C&W)/Bikaner shall be responsible for overall execution of the contractor's work. The contractor's site reports shall be countersigned by the site in charge i.e. the Sr. Section Engineer of the Railways. At the end of the term a certificate shall be issued by Sr.DME /DEE/AEE of the respective divisions of North Western Railway and submitted to Bikaner division for payment purpose.
- 5.0 Responsibilities of Parties:** - Following are the responsibilities of the user Railway and the contractor.
- 5.1 Railways**
- 5.1.1 The Railway authority shall permit the contractor to work on the breakdown or defective inverters fitted on the AC coaches. Sr.DME(C&W) Jaipur, Jodhpur, Bikaner and Ajmer divisions shall nominate the officers/supervisors for supervision of work.
- 5.1.2 The user Railway shall issue the necessary identity card or authority letter to the contractor's working staff/service engineer for their entry on the platform and other Railway premises. However this identity card will not be taken as a travel authority.
- 5.1.3 The necessary space, electricity and water connection shall be provided free of cost as required for coach maintenance only at the nearest possible point of the site.
- 5.1.4 The inverters shall be attended on the platform or washing line or sick line or AC shed or the terminal station of Jaipur, Jodhpur, Bikaner and Ajmer divisions.
- 5.1.5 The contractor's service engineer shall attend the coach at least once in 4 months. (or 3 times in a year)
- 5.1.6 The railway shall make the coaches available for the maintenance for the period mentioned in Para 6.0 ahead.
- 5.1.7 Railway shall mention the details of the coaches including the coach nos. covered under AMC for the reference of both the parties. In case the base station of the coach is shifted to some other station outside NWR other than that specified in 3.0 the coach will cease to be within the scope of this AMC. This will be separately informed

by the nominated officer to the contractor and proportionate payment shall be made.

- 5.1.8 The Sr. DME(C&W)/ Jaipur, Jodhpur, Bikaner and Ajmer or Electrical Officer/Supervisor of N.W. Railway shall intimate the firm by telephone/telex/fax or in person mentioning the coach numbers and location of the coaches along with the time of call. He shall maintain the register of such calls made for reference of both the parties.
- 5.1.9 In the event of failure of the coach at station other than base station the intimation from any of the Railway official concerned will be given to the nearest Regional office, which shall be able to attend the break down call. The certificate of such breakdown maintenance shall be issued by the ACCI or ACCM or supervisor/officer of the division (Local Railway), where the break down has occurred under intimation to the base station. The maintenance of such coaches shall, however be at any of the cities mentioned vide clause No. 3.
- 5.1.10 The Sr.DME(C&W)/ Jaipur, Jodhpur, Bikaner and Ajmer or Electrical Officer/Supervisor of N.W. Railway shall Maintain up to date history book of each inverter.

5.2 Contractor

- 5.2.1 The contractor shall post service engineer permanently at Bikaner, and Jodhpur for maintenance schedules defined in the contract Para 5.1.5 and 6.0 along with the breakdown call at the nominated stations and the AC coaches will be maintained generally at Jaipur, Jodhpur, Bikaner and Ajmer divisions. The contractor shall also post a service engineer in all other base locations where (if) the coach population **exceeds 15 coaches.**
- 5.2.2 The firm shall keep all the necessary tools, testing equipment's/spare parts, sub-assemblies and consumables in the ready stock in the firm's premises at the nominated stations of maintenance or their Workshop or in the office maintained near Railway station.
- 5.2.3 All the works including checks shall be carried out on the stabled coach on the platform /washing line/ AC shed/ workshop.
- 5.2.4 The breakdown repair of the equipment shall be carried out by the contractor's service engineer at the platform or AC shed etc. at the base station or within 20KMs of the specified Railway station.
- 5.2.5 The service engineer nominated for the repair on the station duty shall observe all safety and security rules prevailing at the place of work.
- 5.2.6 For the locations where the contractor has posted the service engineers, the service Engineers shall report within four hours after receipt of breakdown call during the working hours. For attending breakdown calls at locations where the service engineer is not locally available reasonable travel time shall also be allowed in addition to above. The contractor shall post service Engineers at Bikaner, Jodhpur . For other base station i.e., Barmer, Jaipur, Ajmer, Udaipur, Sri Ganganagar, Bhiwani, Hisar, Hanumangarh where population of AC coaches is less than 15 nos. Service engineer will deputed from Bikaner and Jodhpur. Service Engineer will report Bikaner, Lalgah,
- 5.2.7 Jodhpur, within 4 hours, Jaipur Sri Ganganagar, Hanumangarh, Bhiwani, Hisar, Udaipur, Barmer within 10 hours,.
- The contractor shall post service engineer for maintenance work at Bikaner, and Jodhpur. For the other locations where the coach population is less the service engineer shall be deputed from the nearest station to attend the maintenance work. The contractor shall also post a service engineer in all the base locations where the coach population **exceeds 15 coaches.**

6.0 Scope

A joint inspection of the inverters to be covered under the contract shall be carried out by North Western Railway and the contractor to record the deficiencies if any in the inverter before the start of the AMC and the same are to be put right and rectified by contractor at his own cost.

- 6.1 This contract covers the preventive and breakdown maintenance of the inverters the AC coaches at base maintenance stations as mentioned in Para 3.0 above. The contract shall be comprehensive in nature as well as breakdown maintenance of inverters is to be attended. The contractor shall conduct the three times four monthly preventive checks of the inverter in a year for trouble free service of the AC coaches. In addition to above, all breakdown maintenance calls as required by user Railway shall be attended to by the contractor. The coaches going out of the manufacturer's warranty for inverters only be included under the preventive maintenance contract.

The activities to be included in preventive maintenance shall be:

6.1.1 Preventive Maintenance

- a General cleaning of complete under slung/on board unit including heat sink @ once in four month.

- b Check tightness of power connections with torque wrench @ once in four month.
- c Cleaning of electronic / electric equipment's (display cubicles) @ once in four month.
- d Check the condition of the under slung cubicle i.e. painting / rusting etc. and take preventive action accordingly @ once in four month.
- e General checking of mounting arrangement of the inverter (suitably informed to the Railway) and On Board display cubicle including tightness of the connection @ once in four month.
- f Check the condition of gasket @ once in four month, if necessary, gasket shall be replaced.
- g Checking the values of capacitor banks once in a year, if the values are observed less than 80% of its original, replace the capacitor bank.
- h Checking of protection parameters such as Earth fault and short circuit @ once in four month.
- i Check healthiness of the inverter and following performance parameters at No Load and Actual Load (Considering 0.8 pf) once in four months
 - (i) Input Voltage (ii) Input Current (iii) Output Voltage (RY, YB, BR) (iv) Output Current
- j Keeping of all the records with their traceability at least for 3 years.
- k A sticker to be pasted on the onboard Inverter Panel with proforma showing date wise Preventive schedule carried out with location and Name of service Engineer and along with maintenance due date.
- l It should be ensured that interval between two consecutive Preventive Maintenance schedule should not be more than 4 months.
- m Contractor should ensure trouble free service during AMC.

6.1.2 **Breakdown Maintenance**

- a Breakdown maintenance may be carried out at any location over Indian Railway.
- b Downloading of fault data from RS 232/485 port from display cubicle.
- c In case of fault registered, detailed investigation report of the fault shall be made. Along with remedial measures taken to avoid reoccurrence of the similar faults.

6.1.3 **One time repair of 25 KVA inverter**

- a As the anticipation of actual quantum of defective materials cannot be predicted in advance, hence quantity and amount of one time repair may vary as per site conditions.
- b A joint survey of defective inverter will be carried out by contactor's representative and Railway authority. Then contactor shall submit the detailed estimate of one time repair to the competent authority before start of work.
- c Work of one time repair shall be done only after taking prior approval of competent authorities.
- d Payment of one time repair shall be made strictly as per actual work executed after obtaining prior approval of competent authority and submission of verified bill/ work reports from concerned depot/ workshop authorities.

7.0 Number of Coaches: - The total number of coaches covered under this AMC shall be 38 Nos in all over N.W.Railways. The number of coaches may increase/ decrease depending upon the actual number of coaches in service during period of the contract. Any other coach of NWR Base if not included in the coach List of this AMC will be added during the currency of contract with the approval Sr.DME/C&W/BKN. Details of Coaches provided in Annexure A.

7.1 Variation clause: - The quantities given in annexure 'H' are subject to variation plus/ minus as per variation clause mentioned in GCC applicable at the time of opening of tender.

8.0 Validity of Contract: - The above contract shall be valid for a period of three years from the date of issue of acceptance letter. All the four monthly repair schedules on the date of expiry of contract shall be treated as valid till such completion of the work.

9.0 Rates: - The rates are inclusive of all taxes **including GST** and no price variation are allowed.

10.0 Payments: - The total 36 months payment shall be made in nine installments. This payment will be made after submission of site reports and certificate as mentioned in Para 4.0 above.
Any excess/shortfall in the work actually carried out will be adjusted at the time of last installment.

10.1 The above bill shall bear the coach number of the coaches to be maintained by the firm for each four monthly schedule covered under this AMC.

10.2 The certificate of the satisfactory maintenance of the coaches as issued by Sr.DME(C&W)/DEE/AEE of the respective divisions of North Western Railway is to be submitted to the paying authority along with bill.

10.3 There will be no deduction for the period when the coach is under POH.

11.0 The Records to be Maintained by Nominated Officer

11.1 The user Railway shall enter into comprehensive maintenance contract stating the coach numbers to be maintained under this AMC along with the date of inclusion of the coaches under AMC.

11.2 Certification for payment for the four-month term shall be made by the base station (division) where the preventive maintenance has been carried out.

11.3 The nominated officer concerned shall keep the register/ records for the previous bills paid for each coach to avoid duplicity of payments at any time.

- 12.0 Paying Authority:** - The payment against this contract shall be made by the Sr.DFM/ Bikaner as verified by Sr.DME(C&W)/ Bikaner.
- 13.0 Failure:** - If the contractor fails in the performance of the contract, the user Railway may without prejudice his other rights, cancel the contract or a portion thereof and if it so desires, enter into contract with another contractor for fulfillment of obligation for the remaining period, at the risk and cost of the contractor.
- 14.0 Subletting and Assignment:** - The contractor shall not have with previous consent in writing of the user Railway, sublet, transfer or assign the contract or part thereof or interest therein or advantage thereof in any manner whatsoever. In the event of contractor's subletting or assigning this contract or any part thereof without any such permission this will be deemed as the breach of contract and the user Railway shall be entitled to cancel the contract.
- It is hereby agreed and declared that all the provisions of the said scope of work, special terms and condition of contract have been carefully read and understood by the parties, and if the same have been read as part or the whole contract.

15.0 Penalty Clause and Special condition

(i) Penalty of 1st break down in a billing period (4 months) :

Each break down period should be penalize with a token amount of Rs.10, 000/- plus a penalty of Rs. 500/- per hour for the total breakdown period should be imposed on the Firm.

(ii) Penalty of 2nd break down in a billing period (4 months):

If failure occurs again in the same billing period (4 months) in same Inverter, a penalty amount of Rs.10000/- as mentioned in above (i) plus a penalty of Rs. 1000/- per hour for the total breakdown period should be imposed on the Firm.

(iii) Penalty of frequent break down in a billing period (4 months):

If frequently failures occur in Inverters i.e. More than two breakdown in a Billing period (4 months) and such failures becomes a cause of loss of revenue of Railway, a token penalty amount of Rs. 50,000/- per failure may be deducted from the contractor's bill or actual revenue loss of Railway as decided by the Commercial Department or whichever is higher side.

(iv) If any Rail Madad complaint is lodged on AC account and the failure is due to defect in the 25 KVA Inverter then, a penalty of Rs.1500/- will be levied per complaint.

(v) Any other discrepancy noticed during execution of work by inspecting officials will attract a token penalty of Rs.5000/- per case.

15.2 In addition to above a complaint register should be kept at Coaching Depot/Electrical Control at various Divisions/ Locations regarding time of intimation of complaint/ failure/ breakdown to the Firm's service Engineer to maintain proper record of penalty, in format as shown below:

Sr. No.	Date	Make of 25 KVA Inverter	Intimation time to Firm / Service Personnel	Train no. if any	Coach No. & Type	Brief details of the Failure	Reporting date & time of Service Personnel	Rectification Time & date	Total time taken in rectification, after reporting	Details of failure and item repaired/ replaced

After rectification of fault a joint report should be prepared by the Firm's Service Engineers and the authorized Railway Consignee i.e. SSE/Electrical/In-charge of AC coaching depot.

15.3 The service engineer nominated for the repair on the station duty shall observe all safety and security rules prevailing at the place of work. A basic training program of at least 06 hours per billing period (4 months) in each division to Railway staff may be given by OEM/Firm in phased manner and the same may be part of Tender document so that minor fault/failure can be attended by the Maintenance/Escorting Railway Staff during en-route with consultation of service Engineer of OEM/Firm.

15.3.1 AMC may be comprised of following two types of conditions:-

- (i) The ownership of the rejected or defective components/or part is that of the contractor against the replacement made by them on inverter to make it operative during preventive/break down maintenance at his own cost.
- (ii) Special Conditions: If any mechanical wear & tear in invertors housing, hanging arrangement and part concern to supporting IP protection of investors, it would be repaired/ managed by firm own expenditure being OEM of all part which responsible to whole codal life of inverters.

16.0 Warranty

Not applicable.

Annexure A

List of AC Coaches fitted with 25 KVA inverters Make-M/s Autometer over NWR						
S.No.	Coach no.	Type	Base	Total Months	No. of Inverter	Inverter Months
1	071352	WGACCN	JU	36	2	72
2	071292	WGACCN	JU	36	2	72
3	071314	WGACCN	JU	36	2	72
4	081632	WGACCN	JU	36	2	72
5	081339	WGACCW	JU	36	2	72
6	101256	WGACCN	JU	36	2	72
7	101278	WGACCN	JU	36	2	72
8	111497	WGACCN	JP	36	2	72
9	141331	WGFAC	JU	36	2	72
10	141446	WGFAC	JU	36	2	72
11	151541	WGFAC	JU	36	2	72
12	151532	WGFAC	JU	36	2	72
13	151563	WGFAC	JU	36	2	72
14	051234	WGACCW	AII	36	2	72
15	051271	WGACCW	UDZ	36	2	72
16	051241	WGACCW	AII	36	2	72
17	061300	WGACCN	UDZ	36	2	72
18	091238	WGACCN	AII	36	2	72
19	091279	WGACCN	MDJN	36	2	72
20	101242	WGACCN	AII	36	2	72
21	101396	WGACCN	AII	36	2	72
22	101255	WGACCN	AII	36	2	72
23	101327	WGACCN	MDJN	36	2	72
24	141266	WGACCW	AII	36	2	72
25	141252	WGACCW	AII	36	2	72
26	141345	WGACCW	MDJN	36	2	72
27	141380	WGACCW	MDJN	36	2	72
28	141312	WGACCW	AII	36	2	72
29	141341	WGACCN	MDJN	36	2	72
30	141275	WGACCW	JP	36	2	72
31	141395	WGACCW	BKN	36	2	72
32	071326	WGACCN	BKN	36	2	72
33	081509	WGACCW	JP	36	2	72
34	101339	WGACCN	JP	36	2	72
35	141358	WGACCW	JP	36	2	72
36	101246	WGACCN	BKN	36	2	72
37	141255	WGACCW	BKN	36	2	72
38	011169	RAAC	JP	36	2	72
					Total	2736