

**NORTHERN RAILWAY  
DEMU CAR SHED JUC  
Tender No. 02-2026-27-DEMU-JUC  
TENDER DOCUMENT**

For and on behalf of President of India, Senior Divisional Mechanical Engineer, Northern Railway, DMU CAR SHED JALANDHAR CITY invites open Tender through e-tendering system from reputed contractors with adequate experience and financial capability for the under mentioned work.

**A) Notice inviting tender**

<b>Name of Work</b>	<b>Comprehensive Annual Maintenance Contract of Cummins Engines installed in SPARMV at Amritsar for 03 years.</b>
<b>Estimated Cost of Work (Approximate)</b>	<b>Rs. 1,09,03,408.30 (Rs. One Crore Nine Lakh Three Thousand Four Hundred Eight and Thirty Paise Only)</b>
<b>Tender Security Amount (Earnest Money Deposit)</b>	<b>Rs. 2,18,100/- (Rs. Two Lakh Eighteen Thousand One Hundred only)</b>
<b>Tender document available for sale on website</b>	12/06/2026
<b>Bidding Start Date</b>	As per IREPS Website
<b>E-Tender closing Date &amp; Time</b>	04/07/2026 at 12:00 Hrs
<b>Date and time of opening of E-Tender on IREPS website</b>	04/07/2026 at 12:15 Hrs
<b>Validity of Tender</b>	60 Days from the last date of submission of tender.
<b>Type of Tender</b>	Open Tender <b>(Single Packet System)</b>
<b>Contract Period</b>	36 Months (03 Years)

**Tender Inviting Authority**  
**The President of India,**  
Acting through

**Sr. Divisional Mechanical Engineer (DMU CAR SHED JUC),  
Northern Railway (Firozpur Division)  
Jalandhar City-144001**

**B) Details to be filled in by tenderer while uploading their offer:**

1	Constitution of the firm/ Concern (Tick as applicable) Sole Proprietorship/ Partnership Firm / Company/ JV/Society	
2	Full name of Sole Proprietorship/ Partnership firm/ Company/ JV/ Society (as the case may be)	
3	Year of formation/ incorporation	
4	PAN No.	
5	GST No.	
6	Registered Office Address	
7	Address on which correspondence regarding this tender should be done	
8	Names of the Proprietor/ Partners/ JV members etc	
9	Name and Signature of (authorized Signatory) person submitting the tender	
10	Contact No.	
11	Mob no	
12	Email id 1:	
13	Email id 2:	

**Note:-**

i) Special attention of Tenderer is drawn to clause **15 (i) to 15 (v)** of “Bid Form (Second Sheet) i.e. Instruction to bidders and conditions of Bid”, Tenderer must upload, the documents mentioned therein pertaining to constitution of firm/ Concern.

Signature of tenderer

**Name of signatory.....**

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**Check List of documents to be uploaded by the tenderer(s) while submitting their offer. Tenderer must upload following documents along with their offer**

Sr.no	Description	Document as per/ Document purpose
1	Earnest money	NIT Page-1 & Clause-5 of Bid Form (Second Sheet)
2	All requisite documents/credentials as mentioned in this tender document pertaining to his/their Minimum Eligibility Criteria and financial standing (As applicable)	As mentioned in this tender document
3	All requisite documents mentioned in <b>clause 15 (i) to 15 (v)</b> as applicable of "Bid Form (Second Sheet) i.e. Instruction to bidders and conditions of Bid" pertaining to constitution of firm/concern. (As applicable).	Bid Form (Second Sheet) of document
4	Tenderers are compulsorily required to upload Affidavit/undertaking as per Appendix-I ,Appendix-I(A) as stipulated in Tender conditions without which the offer will be considered incomplete and will be rejected summarily.	Appendix-I, Appendix-I(A)
5	Tenderers are required to upload Affidavit/undertaking as per, Appendix- XX as stipulated in Tender conditions.	Appendix-XX
6	<p>Note</p> <p>i) After opening of tender, any document/credential pertaining to eligibility shall neither be asked nor be entertained / considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copy of the documents uploaded by the tenderer shall be clear &amp; readable. However, Railway reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer. Clarifications shall be confined to the documents/information already submitted by the bidders.</p> <p>ii) Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.</p> <p>iii) In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenderers/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non-submission of offer due to any reason whatsoever.</p> <p>iv) The tenderer shall upload their tender on <a href="https://www.ireps.gov.in">https:// www.ireps.gov.in</a> using class-II or class-III digital signature of the authorized signatory only. The document should be signed/digitally signed. Signatory/executants should ensure that on the date of signing the document he/she has valid authority/attorney in his/her favour for signing.</p> <p>v) Where the document requires witnessing, it should be duly signed by witnesses along with their names and addresses.</p> <p>vi) On Power of Attorney, signatures of the Attorney holder should also be got done and attested by executants.</p>	For illustration and information to bidders

**Note: The check list mentioned above is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required documents accordingly.**

**Tender No. 02-2026-27-DEMU-JUC**

**NORTHERN RAILWAY**

**BID FORM (First Sheet)**

**Name of Work: Comprehensive Annual Maintenance Contract of Cummins Engines installed in SPARMV at Amritsar for 03 years.**

To  
The President of India  
Acting through Senior Divisional Mechanical Engineer  
NORTHERN RAILWAY  
DMU CAR SHED JALANDHAR

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 45 days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money/Bid Security". I/We offer to do the work for Northern 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 **36 Months** from the date of issue of LOA of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, 2022, 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 ₹ **2,18,100/-** 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 07 days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within 15 days after receipt of orders to that effect.
4. I/We am/are a Start-up firm registered by.....Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid up to.....(Copy enclosed) and hence exempted from submission of Earnest Money/Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... With.....and hence required to deposit only 50% of Earnest Money/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)\_\_\_\_\_

**BID FORM (Second Sheet)**

1. Instructions to bidder and Conditions of bid: The following documents form part of bid / Contract:
  - (a) Bid forms - First Sheet and Second Sheet
  - (b) Special/*Other* Conditions/Specifications (enclosed)
  - (c) Schedule of approximate quantities (enclosed)
  - (d) *Standard General Conditions of Contract, 2022 as amended/corrected up to latest Correction Slips*, copies of which can be seen in the office of Sr.DME/DMU/JUC or obtained from the office of the Sr.DME/DMU/JUC on payment of prescribed charges.
  - (e) Tenderers shall submit their offers made as per the Indian Railways GCC -2022 as amended/corrected up to latest Correction Slips and as well as special terms and conditions of contract as mentioned in this tender.
  - (f) Schedule of Rates as amended/ corrected up to latest Correction Slips, copies of which can be seen in the office of Sr.DME/DMU/JUC or obtained from the office of the Sr.DME/DMU/JUC on payment of prescribed charges, as provided by Railway Board/NDLS HQ Baroda House.
  - (g) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.
2. The Bidder(s) shall quote her/ their rates as a percentage above or below the Estimated/Advertised value of work except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.
3. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her/ them.
4. The works are required to be completed within a period of **36 Months** from the date of issue of acceptance letter.
5. **Earnest Money:**
  - (a) The bid must be accompanied by a sum of **Rs. 2,18,100/- (Rs. Two Lakh Eighteen Thousand One Hundred only)** as earnest money deposit in any of the forms as specified on *IREPS website*, failing which the bid will not be considered.

**Note: -**

  - I.** The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
  - II.** Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
  - III.** Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
  - (b) The bidder(s) shall keep the offer open for a minimum period of **60 days** from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on his / their part that after submitting his / their bid 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 the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.
  - (c) If his tender is accepted the earnest money mentioned in sub clause (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 Earnest Money 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 Earnest Money 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 full Security Deposit, the Railway shall return the Earnest Money so retained to the Contractor.
6. Rights of the Railway to Deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

7. If the bidder(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.
8. If the bidder(s) expire(s) after the submission of his/ their tender or after the acceptance of his / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
9. Bidder's Credentials: Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

**10. For e-bidding: Relevant guidelines should be followed:**

All Tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in tender condition and/or minor deviation without quoting the cost of withdrawal shall be considered as non- responsive and is liable to be rejected.

The intending tenderers must be registered on e-tendering portal [https:// www.ireps.gov.in](https://www.ireps.gov.in). Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.

The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid class-II or class-III digital signature. The tender document can only be downloaded from e- tendering portal using class-II or class-III digital signature. However, the tenderer shall upload their tender on [https:// www.ireps.gov.in](https://www.ireps.gov.in) using class-II or class-III digital signature of the authorized signatory only.

Tender submissions shall be done online on [https:// www.ireps.gov.in](https://www.ireps.gov.in) after payment of Earnest Money Deposit (EMD) and Tender document cost, in respect of e-tendering, should be accepted through Net Banking or Payment Gateway only.

Submission of Tenders shall be closed on e-tendering website of RAILWAY ADMINISTRATION at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder / tenderer to ensure that his tender is uploaded online on e-tendering website [https:// www.ireps.gov.in](https://www.ireps.gov.in) before the deadline of submission. Railway administration will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

RAILWAY ADMINISTRATION (Sr.DME/DMU/JUC) reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the RAILWAY ADMINISTRATION for rejection of his proposal.

Tenderers are advised to keep in touch with e-tendering portal [https:// www.ireps.gov.in](https://www.ireps.gov.in) for updates. The bidders are required to submit soft copies of their bids electronically on the IREPS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the IREPS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the IREPS Portal.

**11. ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to tender, contact helpdesk of IREPS portal.

**The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Sr.DME , Northern Railway, DMU CAR SHED, Jalandhar city during the office hours.**

**Contact Person: Sr.DME/DMU/JUC, Mobile Number: 09779233496, Email: [dy.cmedmu@gmail.com](mailto:dy.cmedmu@gmail.com)**

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13. Execution of Contract Documents: The successful bidder(s) shall be required to execute an agreement with the President of India acting through the Northern Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).
14. Partnership Deeds, Power of Attorney Etc.: The bidder shall clearly specify whether the bid is submitted on his own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, the bidder should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by

- changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
15. The 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.

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.

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

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

***The Bidder shall submit documents as mentioned in Clause 18 of tender form (Second sheet) of GCC 2022 or latest.***

- iii. **Joint Venture (JV):** The Bidder shall submit documents as mentioned in Clause 17 of tender form (Second sheet) of GCC 2022 or latest.
- iv. **Company** registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; A copy of Certificate of Incorporation and (ii) Power of Attorney duly registered/notarized by the company **(Appendix-X)** (backed by the resolution of Board of Directors **(Appendix-XI)**) in favour of the individual, signing the Bid on behalf of the Company.
- v. **Society:** The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

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

After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered. A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender Conditions.

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

- (a) Should a 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 as in **Appendix-XX**

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

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

Signature of Bidder \_\_\_\_\_  
Date\_\_

Signature & Designation

Northern Railway

**BID Form**  
**(Third Sheet)**

**Name of Work: Comprehensive Annual Maintenance Contract of Cummins Engines installed in SPARMV at Amritsar for 03 years**

**SCHEDULE OF RATES AND QUANTITIES**

S.No	Engine model	Repair and maintenance activity	Qty per Eng.	No. of Engine	Total Qty for 03 years	Unit Rate	Amount
<b>A</b>	<b>REPAIR &amp; MAINTENANCE FOR 1<sup>ST</sup> YEAR</b>						
1	NTA 14 R	B-check	1	2	2	79222.77	158445.54
2	NTA 14 R	C-check	1	2	2	111633.22	223266.44
3	NTA 14 R	Monthly preventive maintenance visit	10	2	20	15877.35	317547.00
4	QSB 5.9	B-check	1	2	2	68682.49	137364.98
5	QSB 5.9	C-check	1	2	2	76989.64	153979.28
6	QSB 5.9	Monthly preventive maintenance visit	10	2	20	15877.24	317544.80
7	<b>Total Amount for 1<sup>st</sup> year</b>						<b>1308148.04</b>
<b>B</b>	<b>REPAIR &amp; MAINTENANCE FOR 2<sup>ND</sup> YEAR</b>						
8	NTA 14 R	B-check	1	2	2	87479.97	174959.94
9	NTA 14 R	D-check	1	2	2	1012782.22	2025564.44
10	NTA 14 R	D-check optional part	1	2	2	924361.36	1848722.72
11	NTA 14 R	Monthly preventive maintenance visit	10	2	20	17546.23	350924.60
12	QSB 5.9	B-check	1	2	2	74175.92	148351.84
13	QSB 5.9	D-check	1	2	2	364458.98	728917.96
14	QSB 5.9	D-check optional part	1	2	2	852904.23	1705808.46
15	QSB 5.9	Monthly preventive maintenance visit	10	2	20	17546.11	350922.20
16	<b>Total Amount for 2<sup>nd</sup> year</b>						<b>7334172.16</b>
<b>C</b>	<b>REPAIR &amp; MAINTENANCE FOR 3<sup>RD</sup> YEAR</b>						
17	NTA 14 R	B-check	1	2	2	96600.65	193201.30
18	NTA 14 R	C-check	1	2	2	137931.19	275862.38
19	NTA 14 R	Monthly preventive maintenance visit	10	2	20	19391.09	387821.80
20	QSB 5.9	B-check	1	2	2	80110.05	160220.10
21	QSB 5.9	C-check	1	2	2	89799.36	179598.72
22	QSB 5.9	Monthly preventive maintenance visit	10	2	20	19390.95	387819.00
23	<b>Total Amount for 3<sup>rd</sup> year</b>						<b>1584523.30</b>
<b>D</b>	<b>Radiator Cleaning Work of SPARMV Engines For 03 Years (Model NTA 14R and Model QSB 5.9)</b>						
24	NTA 14 R	Radiator Cleaning (Internal & External) of Cummins make Diesel Engine Model NTA 14R (No. of Radiators per Engine= 02 Nos. Qty per Engine in 03 years = 3X2=6)	6	2	12	29323.00	351876.00
25	QSB 5.9	Radiator Cleaning (Internal & External) of Cummins make Diesel Engine Model QSB 5.9 (No. of Radiators per Engine= 02 Nos. Qty per Engine in 03 years = 3X2=6)	6	2	12	27057.40	324688.80
26	<b>Total Amount for Radiator Cleaning Work For 03 Years</b>						<b>676564.80</b>
<b>E</b>	<b>Gross amount of the work for 03 years (Including GST @18%) (7+16+23+26)</b>						<b>10903408.30</b>
	<b>In Words:- Rs. One Crore Nine Lakh Three Thousand Four Hundred Eight and Thirty Paise Only.</b>						

I/We undertake to do the work at \_\_\_\_\_ % above/below/At Par the schedules of Rates of the Railway at the rates quoted above for the tender.

The bidder has to quote only at par/below/above in % (percentage) in the schedules both in figures and words (As desired by Railway at [www.ireps.gov.in](http://www.ireps.gov.in) website). If there is any discrepancy among the % (percentage) quoted in words and % (percentage) quoted in figures, the % (percentage) quoted in words will be taken as correct and final and total value will be arrived based on the % (percentage) quoted in words only. Rates quoted without signature of bidder will be considered as "Not quoted" and /or if no rate is quoted for schedule, then the offer will be treated as incomplete offer and will not be considered for award of work.

Tenderer should go through the condition while submitting their/his offer.

1. The quantities shown in above Schedule are approximate and are as a guide to give the Bidder(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.'
2. Correction of Errors: Tenders determined to be technically acceptable after evaluation will be checked by the bid evaluation committee for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the committee as follows:-
  - a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the bid evaluation committee there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern. The tenderer shall have to accept the correction of errors as outlined above, otherwise his tender will be rejected and the tender security forfeited.
3. The staff deployed for the work: The Staff deployed for executing the work should be qualified and trained in the relevant work and have the knowledge of safety procedures.
4. Bidders are advised to go-through the special condition of contract and scope of work as mentioned in tender document for providing the staff for the said contract work at DEMU Car Shed Jalandhar.
5. The bid form shall be read in conjunction with the Instructions to tenders, General Conditions of contract for works, special conditions, Notice inviting Tenders, Technical Specifications, special conditions etc.
6. The Financial Proposal as per Bid Form shall be uploaded online on the website [https:// www.ireps.gov.in](https://www.ireps.gov.in). The rates shall not be offered/quoted elsewhere in the technical submission/tender submission. If the offer of the financial bid / schedule rates is enclosed / furnished in the Technical Bid the offer will be treated as invalid offer.
7. Income Tax/TDS and other statutory deductions as applicable will be deducted from every bill by Railways.
8. Successful bidder has to upload details of their LOA' engaged workmen, wage payments details, PF/ESI details on Monthly basis. The details so uploaded shall be available in public domain. In order to ensure prompt and proper Uploading of details related to subject contractor shall register his/ firm/company etc. on [www.shramikkalyan. indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) and upload requisite details of labour and their payment in this portal.
9. Bidders are requested to read the tender document carefully and are strongly advised to inspect the site before quoting the tender.
10. The rates quoted in the schedule should be inclusive of all types of duties, Taxes and levies applicable to this contract INCLUDING GST @ 18%, & as per applicability only as under: a). GST TDS @ 2% (CGST 1% and SGCT/UTGST 1%) towards total/gross value of bill will be deducted by Railways. (Ref: Railway Board letter no. 2018/AC-II/1/46 Dated 29.09.2018 for releasing the GST on goods levied.

**Eligibility Criteria of Bidders**

(Eligibility Criteria for Bidders shall be as per “Clause 10 - Eligibility Criteria”, tender form -Second sheet of GCC 2022 or as amended/corrected up to latest Correction Slips or latest version)

**1. Eligibility Criteria:-****1.1 Technical Eligibility Criteria:-**

(a) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:-

**Three Similar works each** costing not less than the amount equal to **30%** of advertised value of the tender,

or

**Two Similar works each** costing not less than the amount equal to **40%** of advertised value of the tender,

or

**One Similar work each** costing not less than the amount equal to **60%** of advertised value of the tender.

\*\* Similar Works contract means, the contractor should have experience in carrying out Similar work would entail as under:-

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

**Note:-**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 03 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate. (work completion certificate format as in **Appendix-XII**)

**1.2 Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ Whichever is less; Where ,

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual Payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per **Annexure-VIB of GCC works 2022 or Appendix-XIII** of this tender document, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

## **2. Tenderer Credentials:**

Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of \_\_\_\_\_ 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.

(ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.

(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) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Appendix-I**. In addition to Annexure-I, in case of other than Company/ Proprietary firm, **Appendix-I(A)** shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid.

***It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested 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 Earnest Money Deposit besides banning of business for a period of up to 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.

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

## **STANDARD GENERAL CONDITIONS OF CONTRACT**

### **DEFINITIONS AND INTERPRETATION**

*This Tender shall be governed as per General condition of contract -2022 as amended/corrected upto latest correction slips and all conditions mentioned in General condition of contract -2022 upto latest correction slips are applicable. The clauses mentioned below or in this tender document are to be read in conjunction with GCC– 2022 and in case of any ambiguity GCC shall prevail.*

#### **1. Meaning of terms**

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

**Definition:** In these General Conditions of Contract, the following terms shall have the meanings assigned here under except where the context otherwise requires.

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

**Manager/Engineer** shall mean the Sr. Divisional Mechanical Engineer, DMU CAR SHED, JALANDHAR CITY (Sr. DME/DMU/JUC)

**Engineer representative** shall mean the Assistant Divisional Mechanical Engineer, ASR, (ADME/C&W/ASR), and Senior Section Engineer, C&W, ASR

**Sr.DFM/FZR** shall mean Senior Divisional Finance Manager, Firozpur Cantt, and Northern Railway.

**Railway Administration** means Northern Railway acting through “Principal Chief Mechanical Engineer” Baroda House, New Delhi on behalf of the President of India and in division Railway administration is represented by Sr. Divisional Mechanical Engineer DMU CAR SHED, JALANDHAR CITY (Sr.DME/DMU/JUC) or by Assistant Divisional Mechanical Engineer, DMU CAR SHED

**GCC** shall mean General Conditions of Contract –2022 up to latest correction slips.

**OEM** means Original Equipment Manufacturer.

**Inspecting officer/Inspector** means the official firm or department nominated by the Railway Administration to inspect the work on his behalf and deputed of the inspecting officer so nominated.

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

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

**Specifications** shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Bid document.

**Drawings** shall mean the maps, drawings, plans, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.

**Contractor** shall mean the Person/Firm/Cooperative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assignees.

**Contract** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the Bid percentage for item of works quantified, or not quantified, the General Condition of Contract, the Special Conditions of Contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Bid Forms, if any.

**Tools and plants** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the work.

**Site** shall mean the lands, spaces, trains 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.

**Period of Maintenance** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.

**Quality and Cost Based Selection** shall mean a system of bid evaluation where weightages are assigned to technical and financial criteria, wherein higher Weightage is assigned to technical criteria based on the importance of quality of consultancy works sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria.

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

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

**Use of Personal Pronouns:** The form of personal pronouns adopted in this document in relation to bidders is he, him etc. It shall be deemed to signify/include all persons (and objects) irrespective of the gender/sex.

All other terms and conditions have the same meaning as assigned to them in the GCC, 2022 corrected upto date and standard specifications.

## **2. Lead Partner/ Non - Substantial Partners/ Change In JV/ Consortium**

a. One of the members of the JV Firm shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm.

b. Once the Bid is submitted, the MOU shall not be modified/ altered/ terminated during the validity of the Bid. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

c. Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV Firm shall not be allowed to be modified after submission of the bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

d. Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

## **3. Joint Venture (JV) Firms in Bids:**

This clause shall be applicable for tenders having advertised value more than Rs 10 crore

A) Participation of Joint Venture (JV) Firms in works Bids: This Clause shall be applicable in the Bids, where participation of JV has been allowed as per bid document. Separate identity/name shall be given to the Joint Venture Firm.

Number of members in a JV Firm shall not be more than three, if the work involves only one department (say Mechanical or commercial or Medical) and shall not be more than five, if the work involves more than one department.

A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same Bid.

The Bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.

Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm

A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per GCC part –II clause-16.4. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the works. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMO) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter- alia, following Clauses:

- i) **Joint and Several Liability** - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways **during the course of execution of the contract or due** to non-execution of the contract or part thereof.
- ii) **Duration of the Joint Venture Agreement** - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- iii) **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.

**Authorized Member** - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Bid/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said bid/ contract. Documents to be enclosed by the JV Firm along with the Bid:

In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:

- Notary certified copy of the Partnership Deed,
- Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

In case one or more members is/ are limited companies, the following documents shall be submitted:

- Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- Copy of Memorandum and Articles of Association of the Company.
- Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry/ Department / PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in Bids/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members. Note: Minimum eligibility criteria & Financial Standing will be evaluated as per Annexure-IV.

#### 4. 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 2022. e-Tender Forms shall be issued free of cost to all tenderers.



## 5. Earnest Money/Bid Security

### 5.1

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

Value of the Work	Earnest Money Deposit (EMD)/Bid Security
For all works	2% of the estimated cost of the work

#### Note:

- i. The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.  
ii. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

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

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

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

**(5.2)** 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 2022 and shall be valid for a period of 90 days beyond the bid validity period.

**(5.3)** 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.

(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.

(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.

**6.1** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Appendix-I**. In addition to **Appendix-I**, in case of other than Company/Proprietary firm. **Appendix-I (A)** shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in 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.***

## **7. Execution of Contract Document:**

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

## **8. 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).

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

**9.(1) Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

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

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

- (a) Final Payment of the Contract as per clause 51.(1) of the GCC-2022 and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50.(1) of the GCC-2022

**9. (2) (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC-2022, the Security Deposit shall not be forfeited.

**9.(3)** No interest shall be payable upon the Earnest Money 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 the GCC- 2022 will be payable with interest accrued thereon.

**9.(4) Performance Guarantee**-The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) 5% of the contract value within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit/Bid Security and other dues payable against that contract, subject to maximum of PG amount. In case a tenderer has not submitted Earnest Money Deposit 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) in any of the following forms, amounting to 05 % of the original contract value and additional performance guarantee as per GCC works 2022 or upto latest correctio slip:

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market value;
- (iv) Pay Orders and Demand Drafts tendered by any of Scheduled Commercial Banks of India;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Banks;
- (vi) Deposit in the Post Office Saving Bank;
- (vii) Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (xii) Insurance Surety Bond as per Annexure-XVII of Correction slip No. 09 dated 09/01/2025

Note:-

- 1. The provision of insurance Surety Bond shall be for all contracts having DOC within 36 months only.
  - 2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.
- (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 Part-II of the GCC-2022

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

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

## 10. Facilities for Inspection

The Contractor shall afford the Manager and the Manager's Representative every facility for entering in and upon every portion of the site at all hours for the purpose of inspection or otherwise and shall provide all facilities of every kind required for the purpose and the Manager and the Manager's Representative shall at all times have free access to every part of the site and to all places at which materials / tools and plant for the works are stored or being prepared.

## 11. Variations in Quantities During Execution of Contracts

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.

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.

11.(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

- 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;
- 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;
- 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.
- 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 SSO 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).

## 12. 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, 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 07 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 of 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.

## 13. Extension of time in Contracts

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

- 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-2022 or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- iii. **Extension For Delay Due To Railways** : In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.  
The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) of part-II GCC 2022, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself. The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

### iv. Extension of Time with liquidated Damages (LD) for Delay due to Contractor:-

Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A of GCC- 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 (Performa at Annexure-VII of GCC-2022) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30 % of contract value of the works for each week or part of the week.

For 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-2022, 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 of GCC-2022 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 of GCC-2022 shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B of GCC-2022.

**14. Price Variation Clause (PVC)- No price variation clause shall be applicable for this Tender. Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores**

**15. Independent Contractor:**

Indian Railways may also undertake measures, as decided by competent authority, to ensure labour welfare for contract workers, as deemed fit, such as:

- a) Provision for recording anonymous complaints from workers, citizens etc. regarding violation of labour laws by Contractor
- The Railways shall ensure that the contractor shall pay the wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor will be required to submit every month, documentary evidence in the form of Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail in Indian Railways taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

**16. Legal Obligations**

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

- Contractor Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948
- Employees' Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926

- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

## 17. Determination of contract

**a) 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 therefore shall be conclusive evidence thereof.

**b) Payment On Determination of Contract:** Should the contract be determined under 17.(a) 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.

### **c) No Claim on compensation**

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.

### **d) 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 GCC-2022, 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 in Instruction to Tenderers of GCC-2022.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 17.11 Tender Form (second Sheet) of GCC-2022
- (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 part -II of GCC-2022, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of part -II of GCC-2022, 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 part -II of GCC-2022, 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 of GCC 2022 or latest, or provision Clause 59(9) of of part -II GCC 2022 or latest.
- (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 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 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 should be issued.



**Note: Engineer at his discretion may resort to the part termination of contract with notices, only in cases where progress of work is more than or equal to 80% of the original scope of work.**

**e) 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 clause 17.(d) of these conditions, being adopted:

- 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.
- 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.
- 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.

#### **18. Matters Finally Determined by the Railway :-**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract 2022 or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

#### **19. Demand for Arbitration:-**

The clause shall be governed by GCC 2022 or latest or upto its latest correction slip. The detail are as under:-

**19.(1)(i)(a):** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 21 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

**19.(1)(i)(b):** Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contracts/tenders, especially in large contracts.

**19.(1)(i)(c)** As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).

**19.(1)(i)(d)** Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.

**(ii)(a):** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

**(ii)(b):** The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given in Annexure XV of GCC-2022

**(iii)(a):** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

**(iii)(b):** The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

**(iii)(c):** The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

(iv) : No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

(v) : If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

**19.(2): Obligation During Pendency of Arbitration:** Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings

**19.(3) : Appointment of Arbitrator:-**

**19.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:**

**19.(3)(a)(i):** In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

**19.(3)(a)(ii):** In cases not covered by the GCC Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empaneled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

**19.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:**

**(i)** In cases where the total value of all claims in question added together does not exceed Rs.50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

**(ii)** In cases where the total value of all claims in question added together exceed Rs.50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

**19.(3)(c)(i):** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

**19.(3) (c) (ii): (a)** The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings.

A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

**19.3(c)(iii): (i)** Qualification of Arbitrator (s):

**(a)** Serving Gazetted Railway Officers of not below JA Grade level.

**(b)** Retired Railway Officers not below SA Grade level, one year after his date of retirement.

**(c)** Age of arbitrator at the time of appointment shall be below 70 years.

**(ii)** An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

**(iii)** While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) of the GCC-2022, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per Performa in GCC-2022 shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

**19.(3)(d)(i):** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred the reform.

**19.(3)(d)(ii):** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

**19.(3)(d)(iii):** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

**19.(4):** In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

**19.(5):** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

**19.(6):** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

**19.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

**20.** Successful bidder has to upload details of their LOA' engaged workmen, wage payments details, PF/ESI details on monthly basis. The details so uploaded shall be available in public domain. In order to ensure prompt and proper uploading of details related to subject contractor shall register his/firm/company etc on [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) and upload requisite details of labour and their payment in this portal as per RB board letter no. 201/CE-I/CT/4 Dated 17.10.2018  
The partial conditions are reiterated as:-

*A.* Contractor is to abide by the provision of Payment of wages & Minimum wages act in terms of clause 54 & 55 of Indian Railways General condition of contract-2022. In order to ensure the same, an application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register hisfirm/company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/updation of portal shall be done as under

*I.* 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 contractors registration on the portal within 07 days of receipt of such request.

*II.* Contract once approved by any engineer can create password with login ID (PAN no.) for subsequent use of portal for all LoA's issued in his favor.

*III.* The contractor once registered on the portal, shall provide details of his letter of acceptance/contract agreement on shramikkalyan 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 07 days of receipt of such request.

*IV.* After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.

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

While processing payment of any 'On Account bill or 'Final bill' or release of '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 Railways Shramikkalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) till.....Month Year.

Signature of Bidder \_\_\_\_\_

Date \_\_\_\_\_

Signature & Designation Northern Railway

**SPECIAL TERMS AND CONDITIONS**

**Name of the Work: - Comprehensive Annual Maintenance Contract of Cummins engines installed in SPARMV at Amritsar for 03 years**

1. This work is for comprehensive Annual Maintenance contract for 02 Nos. engine model NTA 14 R (main engine) and 02 Nos. Engine model QSB 5.9 (diesel generator set) of Cummins make for SPARMV at ASR for 03 years.
2. The Contractor will take all preventive steps to keep the Engines and Diesel Generator sets in good & working condition since the SPARMV is associated with Accident Relief Train. All the efforts will have to be put by the Contractor for fastest rectification of the problem, if developed.
3. The Contractor shall be solely responsible for the correct execution of work strictly as per design requirement of SPARMV.
4. Contractor will also be responsible for unpredictable/ Incidental repair/ replacement of any part / subassembly during currency of AMC.
5. All the materials required during schedule Maintenance as well as unpredictable incidental maintenance will be supplied by the contractor.
6. Scheduled maintenance and repair of any sub-assembly shall be undertaken, to the extent possible, on an 'as-is-where-is' basis. However, in case of heavy repair (If needed), which cannot be attended at site, sub-assemblies/ equipment will be taken to the Service Centre for necessary repair.
7. Service Engineer will specify the expected repair period in service report before taking Sub-assemblies/equipment to service centre. The repairs should be done immediately.
8. In each case of the failure of any components, Contractor will have to explain the remedial action taken & further remedial action to be taken to avoid such recurrence.
9. The Contractor should specify the name/place of the service centre where the Sub-assemblies/equipment will be repaired in above case.
10. Approval of competent authority will be required for taking the equipment to service centre for such repairs.
11. Fitting & commissioning of all parts/ spares/ subassembly/ assembly will be done after proper repair, checking and calibrations. The responsibility of checking/repairing will lie solely with service engineer.
12. Contractor himself will arrange tools and tackles or any special tool that is essential for repairs and maintenance.
13. Job work will be certified by SSE/SPARMV- In charge/ASR.
14. Certification of job work and service report for each trip will be the document to make full/ part /final payment to the contractor.
15. Contractor will ensure the availability of SPARMV before coming for maintenance repairs.
16. If there is going to be delay for Scheduled visit, Service engineer of the contractor have to inform the day of Scheduled visit at least one week in advance with details of material required, if any. The material required shall have to be jointly certified by the service engineer and SSE/SPARMV- In charge/ASR or the nominated Railway representative. The material shall have to be supplied by the contractor as indicated in the schedule.
17. If any material supplied by the contractor becomes defective during the warranty period after fitment, the contractor will replace the same free of cost. All the to and fro transportation charges, Loading and unloading of material will be borne by the contractor during the AMC period. Minimum 1 year warranty is required for the material supplied and fitted.
18. The released material shall have to be returned to Railway authority SSE/SPARMV- In charge/ASR.
19. Any loss to machine/ equipment/ SPARMV due to negligence of Contractor will be recovered from contractor's bills by cash/ cheque etc.
20. The Railway will not bear any sort of responsibility of the men / workers, engaged by the contractor, for carrying out AMC.

21. All the scheduled work as per Scope of work will be completed within stipulated days. Railway will not pay for extra days.
22. The contractor shall be responsible for safety of his personnel/employees and Railway property. Claim shall be raised against the contractor for damages/ losses to railway property.
23. Sr.DME/DMU/JUC will have full powers to make any change or terminate the contract as per Railway requirement at anytime without assigning any reason.
24. No passes and concessional facilities either for travel of contractor or his agents or his labour will be provided by the Railway.
25. If necessary, Railway or its representatives must be freely allowed to inspect the maintenance work.

**26. Payment terms**

- a) Subject to satisfactory working, duly certified by SSE /Incharge-SPARMV/ASR of Railway, the firm shall be entitled to receive the payment for the work attended/completed after necessary deduction or recovery, which the Railway Administration may be entitled to make under the contract or any other contract. The bill should be raised by the firm on quarterly basis.
- b) Payment will be released by the office of Sr.DFM, Northern Railway, DRM Office, Firozpur.
- c) All bills in four copies shall be submitted to SSE /Incharge-SPARMV/ASR
- d) Payment will be made only after verification & certification by the SSE/Incharge-SPARMV/ASR and ADME/C&W/ASR
- e) All payment in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respect as detailed at "Appendix-XVIII" of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payment shall be made by cheque.
- f) In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.
- g) Income tax @ 2% (as applicable) , surcharge (if any) or any other deduction as applicable from time to time shall be deducted from bill and necessary I.T deduction certificate will be issued by Sr.DFM/Northern Railway/Firozpur.
- h) GST as applicable will be paid/reimbursed as notified by the Government of India time to time on submission of proof for the same being deposited. The contractor shall be responsible for depositing GST (as applicable) and all legal obligations related to GST.

**27. RECORDS:** The proper records of the each schedule maintenance to be maintained jointly signed by Railway representative i.e SSE /Incharge-SPARMV/ASR and the representative of the firm.

- a) The service register shall be kept with the SSE/Incharge-SPARMV/ASR. The record of each visit for attending the SPARMV during CAMC for schedule maintenance, break down maintenance, replacement of spare etc. as and when need arises should be maintained dully signed by the representatives of Railway and contractor jointly.
- b) Railway will issue a certificate in terms of "Joint Note" as a token of satisfactory services given by the service engineer along with certificate of fitment of the essential spares, for every schedule done under CAMC.

**28. PENALTY:-**

a)	The contractor shall attend preventive maintenance schedules i.e B, C & D schedule check on due date as per scope of work and date finalized by Railway representative.	A penalty of Rs. 2000.00 per day shall be levied on contractor for not attending preventive maintenance schedule after 03 days of due date.
b)	For not attending Break down repairs as per service level for reporting at site against break down calls as per Point 10 of "Scope of Work"	A penalty of Rs.200/- per hour will be applicable for the delay beyond prescribed period.
c)	The contractor shall ensure the working of SPARMV in good condition. In case of failure of any sub assemblies, the contractors make all efforts to ensure working of system in full capacity within 96 hours.	A penalty of Rs. 5000.00 per day will be imposed on the account of contractor for not able to ensure working of SPARMV in full capacity within 96 hours.
d)	The contractor will complete the maintenance schedule within time period as per Scope of work as per Point 2 of "Scope of Work".	Failing which a Penalty of Rs. 2000.00 per day shall be imposed, if schedule check B & C are not completed within prescribed schedule time.
e)	The performance of the contractor in execution of various activities as mentioned above or part of the activities as per Scope of Work is unsatisfactory or against the interest of the Railways	The contractor shall be fined Rs. 2000/- per instance.
f)	If the contractors workers are found working in depot premises without proper uniform and identity card.	A penalty of Rs. 500/- per worker per instance will be imposed.
g)	In case of any staff engaged by the contractor found drunk (alcoholic) or found carrying /handling / transporting /selling narcotic drugs or alcoholic drinks in the Railway complex during the duty hours.	A penalty of Rs.5000/- per instance will be imposed.
<b>Note:-</b> Besides specific penalties as above, Tender accepting authority/Contract signing authority reserves the right to impose penalty/penalties for non-compliance of any other conditions of the tender or for any undesirable activities. In this regard the decision of Accepting Authority / Contract signing authority will be final.		

**29. WARRANTY:**

- All material supplied will carry a warranty given by the manufacturer or one year whichever is more.
- The schedule maintenance activities carried out on the SPARMV are required to be guaranteed till the next schedule for trouble free performance of the equipment.
- In case of defective workmanship and inferior quality of the spares used, the contractor has to replace the defective spares free of cost and the similar guarantee of one year will be applicable to the replaced spares from the date of such replacement and fitment on the SPARMV.

**30. PERIOD OF CONTRACT:**

The period of contract will be 03 years (36 months)

31. Sr. DME /DMU JUC will be the final authority to settle dispute, if any.

## **SCOPE OF WORK**

**Name of the Work :- Comprehensive Annual Maintenance Contract of Cummins engines installed in SPARMV at Amritsar for 03 years.**

1. The firm will carry out visits as mentioned in this Scope of work, during the Comprehensive Annual Maintenance Contract and if required additional visits will be carried out as and when called by Railway for any failure or breakdown maintenance.
2. The scheduled maintenance period will be as below:-

<b>Sr.No.</b>	<b>Schedule</b>	<b>Duration for Schedule</b>
1	B-CHECK	08 Hours
2	C-CHECK	08 Hours
3	D-CHECK	10 Days

3. In every visit the service engineer of the firm will carry out the detailed scheduled maintenance as mentioned in this Scope of work, . He will also carry out the fitment of all the required spares, during each visit. The firm will not claim any additional charges towards fitment of the spares, expenses of service engineer towards lodging, boarding, to and fro for the maintenance visits.
4. The firm has to bear the responsibility to render prompt services to undertake the maintenance/ repairs/ breakdown maintenance work as and when required during the period of Comprehensive Annual maintenance contract to avoid breakdown time for the Railways.
5. The firm shall use only the Parts for replacement during CAMC as mentioned in Annexure-A and Annexure-B.
6. Railway Administration will not be responsible for any fault in the machine arising during the maintenance work or for any fault in the machine arising during CAMC period, for which firm should not claim liability on Railways.
7. All defective/un-usable material and parts released will be retained by the Railways Except Recon Sub-assemblies as these are exchange assemblies.
8. The replacement of the spare parts should be certified by the SSE/Incharge-SPARMV/ASR
9. The firm being expert in manufacturing of the engines will maintain the engines with expert hand so as not to disturb the manufacturing accuracies of the Engines.
10. The firm should take all the care to avoid breakdown. However in case of breakdown, service engineer should report within stipulated period as tabled below:-

<b>Service level for reporting at site against breakdown calls will be as follows:-</b>		
<b>Category</b>	<b>Distance (From Amritsar)</b>	<b>Lead time for Reporting</b>
A	< 50 Kms Radius	Within 24 Hrs
B	< 50-200 Kms Radius	Within 36 Hrs
C	>200 Kms Radius	Within 48 Hrs

While giving Service Calls, maximum available information with respect to the problems will be provided by Railways Maintenance Personnel to enable CIL Service Engineer come prepared with necessary Tools, Drawings and Spares.



11. However, in case of emergency/minor repairs, the service will be provided by the contractor within shortest possible time and shall make machine restored to normal operation within 24 Hrs including supply of spares.
12. Railway will not be responsible for any fault in the Engines arising out due to bad workmanship or improper schedule maintenance during CAMC for 03 years for which firm will not claim liability on Railways.

### 13. EXCLUSION:-

- Any failures arising out of operational faults, failures due to wrong grade of fuel, accidents due to external factors, damage or excess wear to the maintained equipment or parts resulting from unusual or special operating environments, such as airborne contaminants or corrosive atmosphere.
- Replacement/Reworking of Exhaust Silencer, exhaust piping and replacement of Battery.
- Major overhauling of engine.
- Radiator and its accessories like Hydraulic motor, hydraulic pump, Fan and fan and hub, electronic governor controller (LCC) and fuel actuator.
- Replacement of sub-assemblies with new which are beyond economical repair.
- Any failures or repair/parts required apart from schedule mentioned in Annexure- A will be charged extra.

However, contractor will carry out exclusion jobs in case of any requirement on extra charges for labour & spares after due approval from competent authority of Railway.

14. Railways will inform the firm 03 days in advance regarding location of SPARMV to carry out B & C Checks and to carry out D-Check railway will inform 15 days in advance to the firm .

15. **DETAILS OF SCHEDULES:-** The schedule maintenance that is to be carried out for SPARMV are as under:- .

#### 15.1 Preventive Maintenance:- Engine Model NTA 14 R

- i) **Scope of A -Check** (To be carried out during monthly basis and during every B, C and D Checks)

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

- ii) **Scope of B- check** (Frequency- 300 hours or 6 months whichever is earlier for engine model NTA14R powering SPARMV)

S No.	Activity
a)	Repeat "A" check
b)	Change Engine Oil
c)	Replace B-Check KIT comprises of Fuel water separator, Resistor Corrosion and Element, Lube oil filter.
d)	Record Oil Pressure
e)	Check Belts, adjust if required
f)	Carry out Replacement of Spares or repair after joint inspection with Railway representative. List of Mandatory Spares for B-check are mentioned in <b>Annexure- A</b>

- iii) **Scope of C- Check** (Frequency-1500 hours or 1 year whichever is earlier for engine model NTA14R powering SPARMV)

S No.	Activity
a)	Repeat "A" and "B" checks
b)	Check and correct minor leaks if any
c)	Replace air filters
d)	Replace rocker cover gaskets
e)	Add Premixed Coolant.
f)	Overhead/Tappet check/set.
g)	Radiator cleaning externally and internally
h)	Carry out Replacement of Spares or repair after joint inspection with Railway representative. List of Mandatory Spares for C-Check are mentioned in <b>Annexure- A</b>

- iv) **Scope of D-check** (Frequency -6000 hours or 2 year whichever is earlier for engine model NTA14R powering SPARMV)

**Mandatory activities during D-check**

Sr No.	Activity
a)	Repeat "A" "B" and "C" checks.
b)	Repair & Calibration of PT Pump /Fuel Pump.
c)	Repaired/Reconditioned Injectors.
d)	Decaling of Cooling System.
e)	Checking of Vibration Damper.
f)	Adjustment of Injectors and Valve Travel.
g)	Replacement of Rocker Housing Gaskets.
h)	Replacement of Tappet Cover Gaskets
i)	Carry out Replacement of Spares or repair after joint inspection with Railway representative. List of Mandatory Spares for D-Check are mentioned in <b>Annexure- A</b>

**Optional activities during D-check**

Sr No.	Activity
a)	Carry out Replacement of Spares or repair after joint inspection with Railway representative. List of Optional Spares for D-Check are mentioned in <b><i>Annexure- B</i></b>

v) Month-wise Preventive maintenance activity schedule for Model NTA 14 R, detailed as below:-

Duration	Checks	Scope of contract for 03 years	Schedules to be done per Engine
1 <sup>st</sup> to 2 <sup>nd</sup> month	B -check	Within scope	01
7 <sup>th</sup> to 8 <sup>th</sup> month	C -check	Within scope	01
13 <sup>th</sup> to 14 <sup>th</sup> month	B -check	Within scope	01
19 <sup>th</sup> to 20 <sup>th</sup> month	D -check	Within scope	01
25 <sup>th</sup> to 26 <sup>th</sup> month	B -check	Within scope	01
31 <sup>th</sup> to 32 <sup>th</sup> month	C -check	Within scope	01

**Note-**

1. Air filters will be replaced on every C- check , however it is recommended to stock at least one set of inner and outer filters for each engine to meet any emergency.
2. Monthly preventative maintenance is to be carried out during each month as per scope of work of A-check as tabulated above.

### 15.2 Preventive Maintenance:- Engine Model QSB 5.9

i) **Scope of A-check** (Frequency –To be carried out during monthly basis and during every B, C and D Checks.)

Sr No.	Activity
a)	Air Intake Piping Check
b)	Fan Cooling- Inspect for reuse
c)	Crankcase breather Tube- Check
d)	Coolant level – Check
e)	Lubricating Oil level – Check
f)	Drive Belts- Check
g)	Air Cleaner restriction – Visual check of Vacuum Indicator for red band

ii) **Scope of B-check** (Frequency- 300 hours or 6 months whichever is earlier for engine model QSB 5.9 SPARMV)

Sr No.	Activity
a)	Repeat "A" check
b)	Fuel Filter (Spin On Type)- Change
c)	Fuel Water Separator – Change
d)	Lubricating Oil and Filters- Change
e)	Cooling Fan Belt Tensioner – Check
f)	Fan Hub, Belt-Driven- Check
g)	Electrical Connection Engine –Check
h)	Battery Cables & Connection- Check
i)	Fuel, Coolant and Oil Sample Test
j)	Carry out Replacement of Spares or repair after joint inspection with Railway representative. List of Mandatory Spares for B-check are mentioned in Annexure- A

iii) **Scope of C-check** (Frequency- 1500 hours or 1 year whichever is earlier for engine model QSB 5.9 SPARMV)

Sr No.	Activity
a)	Repeat maintenance procedures of A and B-checks
b)	Replace air filters
c)	Overhead adjustments –Check, to be done if required
d)	B check if applicable
e)	Radiator cleaning externally and internally
f)	Carry out Replacement of Spares or repair after joint inspection with Railway representative. List of Mandatory Spares for C-check are mentioned in <b>Annexure- A</b>

iv) **Scope of D-check** (Frequency - 6000 hours or 2 year whichever is earlier for engine model QSB 5.9 SPARMV )

Sr No.	Activity
a)	Repeat maintenance procedures of A, B & C- Check
b)	Cooling system –Flush /coolant change
c)	Vibration damper rubber- inspect for any damage
d)	Radiator hoses to check
e)	Carry out replacement of spares or repair after joint inspection with railway representative.List of Mandatory spares for D-check are mentioned in <b>Annexure –A</b>

Maintenance Procedures at every 2 years (D Check optional)

Sr No.	Activity
a)	Carry out replacement of spares or repair after joint inspection with railway representative.List of optional spares for D-check are mentioned in <b>Annexure – B</b>

vi) Month-wise Preventive maintenance activity schedule for Model QSB 5.9, detailed as below:-

Duration	Checks	Scope of contract for 03years	Schedules to be done per Engine
1 <sup>st</sup> to 2 <sup>nd</sup> month	B -check	Within scope	01
7 <sup>th</sup> to 8 <sup>th</sup> month	C -check	Within scope	01
13 <sup>th</sup> to 14 <sup>th</sup> month	B -check	Within scope	01
19 <sup>th</sup> to 20 <sup>th</sup> month	D -check	Within scope	01
25 <sup>th</sup> to 26 <sup>th</sup> month	B -check	Within scope	01
31 <sup>th</sup> to 32 <sup>th</sup> month	C -check	Within scope	01

**Note-**

- Air filters will be replaced on every C -Check , however it is recommended to stock at least one set of inner and outer filters for each engine to meet any emergency
- Monthly preventative maintenance is to be carried out during each month as per scope of work of A-check as tabulated above.

### 15.3 Radiator Cleaning (Internal & External) of Cummins Diesel Engines: -

The contractor shall carry out complete internal and external cleaning of radiators installed on Cummins diesel engines of SPARMV as detailed below:-

Engine Model	No. of Radiators per Engine	No. of Engine	Frequency	Total Quantity in 03 Years
Cummins NTA 14R	02 Nos.	02	Once every year (In C or D Check)	12 Nos.
Cummins QSB 5.9	02 Nos.	02	Once every year (In C or D Check)	12 Nos.

#### 15.3.1 Preparatory Activities

- I. The contractor shall inspect the radiator assembly, cooling system piping, hose connections, mounting arrangements and associated components before commencement of cleaning work.
- II. Necessary tools, tackles, lifting equipment, cleaning chemicals, flushing pumps, PPE, and consumables required for execution of the work shall be arranged by the contractor at his own cost.
- III. The contractor shall ensure safe isolation of the engine and cooling system prior to commencement of work.

#### 15.3.2 Internal Cleaning of Radiator

- I. Drain the complete coolant.
- II. Disconnect radiator connections as required and carry out internal flushing of radiator cores, headers and cooling passages.
- III. Remove accumulated scale, rust deposits, sludge, oil contamination, sediment and other foreign materials from the radiator tubes and water passages.
- IV. Carry out descaling/flushing using radiator cleaning chemicals suitable for cooling systems without causing damage to radiator tubes, seals, gaskets, or associated components.
- V. Thoroughly flush the radiator with clean water after chemical treatment until all contaminants and cleaning agents are removed.
- VI. Inspect radiator core passages for blockage and ensure free flow throughout the radiator.

#### 15.3.3 External Cleaning of Radiator

- I. Clean radiator fins, core surfaces, air passages, and external surfaces using compressed air, water jet or approved cleaning agents as required.
- II. Remove dust, dirt, grease, oil deposits and other foreign materials accumulated on radiator fins.
- III. Remove minor bent in fins using suitable tools wherever feasible without damaging the radiator core.
- IV. Ensure that airflow passages are completely free from any obstructions.
- V. Clean fan shroud, protective guards and mounting frames.

#### 15.3.4 Inspection and Testing

- I. Inspect radiator cores, tanks, hose connections, clamps, gaskets, drain valves and mounting arrangements for any signs of leakage, corrosion, cracks, damage or deterioration.
- II. Check radiator fins for excessive damage or blockage and report deficiencies to the Engineer-in-Charge.
- III. Carry out leak testing and flow verification after completion of cleaning.
- IV. Reconnect all hoses, fittings, and accessories and ensure proper tightening.
- V. Refill the cooling system with coolant/water as directed by the Engineer-in-Charge and remove air locks from the system.
- VI. Start the engine and check for proper circulation of coolant, radiator performance, abnormal temperature rise, and leak-free operation.

**MANDATORY PARTS TO BE REPLACED DURING DIFFERENT CHECKS**

<b>Table-1.(i)</b>			
<b>Mandatory List of Items to be replaced during every B Check for NTA 14 R per Engine</b>			
<b>Sr.No.</b>	<b>Part No.</b>	<b>Item Description</b>	<b>Qty.</b>
1	3318853	ELEMENT LUB OIL FILTER	1
2	3329289	SEPARATOR FUEL WATER	2
3	4058965	RESISTOR CORROSION	1
4	AX1005090	Valvoline Premium blue 15W40 CH-4	55Ltr
5	3167217	INHIBITOR CORROSION	1
6	3167226	KIT COOLANT TEST	1

<b>Table-1.(ii)</b>			
<b>Mandatory List of items to be replaced during every B check for QSB5.9 Per Engine</b>			
<b>Sr.No.</b>	<b>Item</b>	<b>Item Description</b>	<b>Qty</b>
1	5285612	CARTRIDGE LUB OIL FILTER	1
2	3978040	FILTER FUEL	1
3	3954904	FILTER FUEL	1
4	4926654	INHIBITOR CORROSION	1
5	3403800	KIT COOLANT TEST	1
6	AX1005089	Valvoline Premium Blue 15W40 CH-4	40 Ltrs

<b>Table-2.(i)</b>			
<b>Mandatory List of items to be replaced during every C check for NTA14 R Per Engine</b>			
<b>Sr.No.</b>	<b>Item</b>	<b>Item Description</b>	<b>Qty</b>
1	3318853	ELEMENT LUB OIL FILTER	10
2	3329289	SEPARATOR, FUEL WATER	2
3	4058965	RESISTOR CORROSION	1
4	4055591	ELEMENT AIR CLEANER	1
5	4055592	ELEMENT AIR CLEANER	1
6	AX1005090	Valvoline Premium blue 15W40 CH-4	55Ltr
7	3066311	GASKET, ROCKER LEVER COVER	3
8	3167224	INHIBITOR CORROSION	1
9	3167226	KIT COOLANT TEST	1

<b>Table-2.(ii)</b>			
<b>Mandatory List of items to be replaced during every C check for QSB 5.9 Per Engine</b>			
<b>Sr.No.</b>	<b>Item</b>	<b>Item Description</b>	<b>Qty</b>
1	5285612	CARTRIDGE LUB OIL FILTER	1
2	3978040	FILTER FUEL	1
3	3954904	FILTER FUEL	1
4	AX1005089	Valvoline Premium Blue 15W40 CH-4	40 Ltrs
5	A042M070	ELEMENT AIR FILTER	1
6	A042M071	ELEMENT AIR FILTER	1
7	5367848	GASKET, INTEGRATED WIRING	1
8	4926654	INHIBITOR CORROSION	1
9	3403800	KIT COOLANT TEST	3

<b>Table-3.(i)</b>			
<b>Mandatory List of items to be replaced during every D check for NTA14 R Per Engine</b>			
<b>Sr.No.</b>	<b>Part No.</b>	<b>Item Description</b>	<b>Qty</b>
1	3318853	ELEMENT LUB OIL FILTER	1
2	3329289	SEPARATOR, FUEL WATER	2
3	4058965	RESISTOR CORROSION	1
4	4055591	ELEMENT AIR CLEANER	1
5	4055592	ELEMENT AIR CLEANER	1
6	AX1005090	VALVOLINE PREMIUM BLUE 15W40 CH-4	55ltr
7	Ax1013359	RADIWASH 3 LTR	6
8	3066311	GASKET, ROCKER LEVER COVER	3
9	3167224	INHIBITOR CORROSION	1
10	3167226	KIT COOLANT TEST	2
11	Fuel pump	FUEL PUMP CALIBRATION	1
12	RO3084891	RECONDITIONED INJECTOR	6
13	3411335	THERMOSTAT	1
14	186780	SEAL,THERMOSTAT	1
15	209961	HOSE, FLEXIBLE	1
16	3065061	HOSE FLEXIBLE	1
17	107981	CAP,FILTER	1
18	3067979	CLAMP, V BAND	1
19	3095826	SEAL, O RING	1
20	135144	CLAMP, T BOLT	2
21	144032	HOSE, PLAIN	1
22	100835	CLAMP, T BOLT	2
23	3235726	HOSE, HUMP	1
24	3030515	HOSE,ELBOW	1
25	3030774	HOSE,ELBOW	3
26	3030778	HOSE, ELBOW	1
27	3175623	CLAMP, T BOLT	7
28	3627146	HOSE, ELBOW	1
29	3872813	INDICATOR, RESRICTION	1
30	3627206	CLAMP, T BOLT	8
31	140313	CLAMP, T BOLT	1
32	186917	CLAMP, V BAND	1
33	4026171	GASKET, FUEL PUMP	1
34	3040349	BELT,V	1
35	AK 10035 SS	HOSE, FLEXIBLE	1
36	AK 10060 SS	HOSE, FLEXIBLE	2
37	AK 8039 SL	HOSE, FLEXIBLE	1
38	AK 4021 SS	HOSE, FLEXIBLE	1
39	2870340	HOSE, FLEXIBLE	1
40	AK 6007 SS	HOSE, FLEXIBLE	1
41	3818271	HOSE, PLAIN	2
42	AK 4019 MS	HOSE, FLEXIBLE	1
43	AK 4025 MS	HOSE, FLEXIBLE	1
44	AK 4018 SS	HOSE, FLEXIBLE	1
45	3102335	HOSE, FLEXIBLE	1
46	AK 6050 SS	HOSE, FLEXIBLE	2
47	4071834	SENSOR, TEMPRATURE	2



Mandatory List of items to be replaced/repared during every D check for NTA14 R Per Engine			
Sr.No.	Part No.	Item Description	Qty
48	4071835	SENSOR, PRESSURE	1
49	4327021	SWITCH, TEMPRATURE	1
50	2897691	SWITCH PRESSURE	1
51	4071829	GAUGE, TEMPRATURE	1
52	4071832	GAUGE, PRESSURE	1
53	4071831	GAUGE, TEMPRATURE	1
54	3865312	SENSOR, TEMPRATURE	1
55	217638	BELT, V RIBBED	1
56	3202117	GASKET, CONNECTION	1

<b>Table-3.(ii)</b>			
<b>Mandatory List of items to be replaced/repared during every D check for QSB5.9 Per Engine</b>			
<b>Sr.No.</b>	<b>Item</b>	<b>Item Description</b>	<b>Qty</b>
1	5285612	CARTRIDGE,LUB OIL FILTER	1
2	3978040	FILTER,FUEL	1
3	3954904	FILTER,FUEL	1
4	AX1005089	Valvoline Premium Blue 15W40	40 Ltrs
5	A042M070	ELEMENT, AIR FILTER	1
6	A042M071	ELEMENT, AIR FILTER	1
7	4926654	INHIBITOR,CORROSION 10 LTRS	3
8	3403800	KIT COOLANT TEST	2
9	5367848	GASKET,INTEGRATED WIRING	1
10	AX1013359	RADIWASH 3 LITERS	3
11	5292708	THERMOSTAT	1
12	3954829	SEAL, THERMOSTAT	1
13	43828A	CLAMP,HOSE	2
14	3913352	GASKET, CONNECTION	1
15	4093806	HOSE, FLEXIBLE	1
16	A043A895	HOSE, ELBOW	2
17	0503-3163-04	CLAMP,HOSE	2
18	43828	CLAMP,HOSE	2
19	3936632	HOSE,PLAIN	1
20	0503-3099-03	HOSE-FUEL	1
21	0503-3036-02	CLAMP, HOSE	2
22	3923060	CLAMP, V BAND	1
23	4954905	SENSOR, TEMPRATURE	1
24	3906697	SEAL,RECTANGULAR RING	1
25	3911560	BELT, V RIBBED	1
26	5333477	TENSIONER,BELT	1
27	3936632	HOSE,PLAIN	2
28	5306135	HOSE, ELBOW	2
29	3929792	GASKET FILTER HEAD	1
30	3069053	CLAMP, V BAND	1
31	0155-4776	CLAMP-EXHAUST	1
32	3971163	GASKET, CONNECTION	1
33	3918562	HOSE,FLEXIBLE	1
34	3903652	CLAMP, V BAND	1
35	3969988	GASKET, CONNECTION	1
36	3901356	GASKET, TURBOCHARGER	1
37	4358810	SENSOR,PRESSURE	1
38	0503-3165	HOSE-WATER	1
39	0503-3164	HOSE-WATER	3
40	554013	CLAMP,TUBE	1
41	4921597	SENSOR, POSITION	1
42	5295530	ADAPTER,SENSOR	1
43	4104831	HOSE,PLAIN	4
44	43828D	CLAMP, HOSE	8
45	2897333	SENSOR,PRS TEMPRATURE	1
46	4383933	SWITCH, COOLANT LEVEL	1
47	RSK2001	RECTIFIER SERVICE KIT-UG 22/27	1

**List of Optional Spares****Annexure-B**

<b>A. Optional list of items replaced/repared during every D check of NTA14R per engine</b>					
<b>Sr. no.</b>	<b>Part no.</b>	<b>Item description</b>	<b>Qty.</b>	<b>Unit Rate</b>	<b>Ext. Rate</b>
1	3037997	VALVE,SHUTOFF	1	20330.93	20330.93
2	3800744	KIT,WTR PUMP	1	93844.85	93844.85
3	4105447	PICKUP, MAGNETIC	1	11899.95	11899.95
4	2865478	SWITCH, MAGNETIC	1	3948.71	3948.71
5	3231408	TACHOMETER	1	8348.95	8348.95
6	3076522	GASKET,WATER PUMP	1	1316.72	1316.72
7	RO5277588	HEAD,CYLINDER	3	66193.11	198579.33
8	R03536803	RECONDITIONED TURBOCHARGER	1	147787.01	147787.01
9	4913066	MOTOR,STARTING	1	120450.02	120450.02
10	4078701	ALTERNATOR	1	226274.80	226274.80
11	3073499	ROD,PUSH	1	4693.76	4693.76
12	4089371	SET,OVERHAUL GASKET	1	42875.11	42875.11
13	<b>Handling Charges @ 5%</b>				<b>44017.21</b>
14	<b>Total amount for optional spares (Σ 1 to 13)</b>				<b>924361.36</b>

<b>B. Optional list of items replaced/repared during every D check of QSB 5.9 per engine</b>					
<b>Sr. no.</b>	<b>Part no.</b>	<b>Item Description</b>	<b>Qty.</b>	<b>Unit Rate</b>	<b>Ext. Rate</b>
1	3941253	ROD,PUSH	12	151.17	1814.04
2	5293887	PUMP FUEL	1	68135.25	68135.25
3	5306050	INJECTOR	6	70059.31	420355.85
4	3928832	GASKET, PUSH ROD COVER	1	220.66	220.66
5	3918256	GASKET,OIL COOLER CORE	1	257.88	257.88
6	5314946	PUMP,WATER	1	4343.90	4343.90
7	4090035	SETUPPER ENGINE GASKET	1	45400.65	45400.65
8	4939587	OIL PUMP	1	22290.43	22290.43
9	3783230	TURBOCHARGER	1	34083.84	34083.84
10	5293848	HEAD,CYLINDER	1	129673.20	129673.20
11	3957544	CORE COOLER	1	47689.69	47689.69
12	3800487	SET,LOWER ENGINE GASKET	1	34026.80	34026.80
13	5267980	VIBRATION DAMPER	1	3997.55	3997.55
14	<b>Handling Charges @ 5%</b>				<b>40614.48</b>
15	<b>Total amount for optional spares, (Σ 1 to 14)</b>				<b>852904.23</b>

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

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

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

**Seal and signature of the tenderer**

Place:-

Dated:-

***(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 (LPP) etc.)*** ( RB letter No.2022/CE-I/CT/GCC-2022/Policy dated 13.12.2022).

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 backlisted 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 fulfill 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:-

**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM**  
**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non**  
**Judicial stamp paper should be purchased in the name of proprietor of the firm)**

I..... S/o..... Shri .....aged about..... years..... R/o  
 do hereby solemnly affirm and declare as under:

1. That I am running a business in the name and style of  
 M/S.....which is a sole proprietorship firm and which  
 has got GST registration No.....
2. The PAN no. is .....
3. That I am the sole proprietor of the said firm M/s .....
4. That the Head office of the above named firm is situated at.....

DEPONENT

**Verification:**

Verified at.....on this .....day of..... that the contents of my above affidavit are true and correct  
 to  
 the best of  
 my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

(seal and signature of  
 Notary Public)Notes:

1. The document should be notarized at its place of execution (Place of signing the document).
2. Each page of the document should be signed by executants.

**POWER-OF-ATTORNEY FOR SIGNING OF BID ON BEHALF OF PARTNERSHIP FIRM**

(to be executed non-judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of partners of the firm)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/o Shri..... R/o.....  
 (2)..... S/o Shri..... R/o.....  
 (3)..... S/o Shri..... R/o.....  
 (4)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/s..... (Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms The firm is having its head office at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No. .... issued by Northern Railway for the work namely  
 "....."

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. ....

S/oSh

(address)

&Mr./Ms.

S/o

Shri.....(address).....as our true and lawful attorney (hereinafter referred to as "Attorney") of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of firm) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the Firozpur Division/Northern Railway on behalf of the firm.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of firm.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with Northern Railway for and on behalf of the firm.
5. And generally, to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Firozpur Division/Northern Railway.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertake to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this day of..... 20...., in presence of:

WITNESSES: 1. Signature Name: Address:	WITNESSES: 1. Signature Name: Address:
2. Signature: Name: Address:	

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name.....Signature.....

(2) Name.....Signature.....

Executed and Signed before me on this.....day of ..... At..... (place).

(seal and signature of Notary Public) Notes:

1. In this format space has been provided for entering details of four partners & two attorney holders however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.
4. The power of attorney should be duly registered as per prevailing law.

**FORMAT FOR JOINT VENTURE MEMORANDUM OF UNDERSTANDING/ AGREEMENT.**

THIS JOINT VENTURE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT EXECUTED AT

..... on this .....day of ..... 201 between M/s

..... Registered office at .....as the first party M/s

..... Registered office at..... as the second party M/s ..... Registered office at...

.....as the Third party (The expression and words of the first and second and third party shall mean and include their

heirs successors, assigns, nominees execution, administrators and legal representatives respectively.)

WHEREAS all the parties are engaged mainly in the business of execution of Civil Engineering and General Contracts for various Government Departments and organizations.

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for carrying on Engineering and/or contract works in connection with ..... and other works mentioned in Tender Notice

No..... dated of Northern Railway or any other work , as mutually decided between the parties to this Joint Venture.

WHEREAS all the parties are desirous of recording the terms and conditions of this Joint Venture to avoid future disputes. NOW THIS MOU/AGREEMENT WITNESSTH AS UNDER:

1. That in and under this Joint Venture agreement the work will be done jointly by the First party and second party in the name

and style of M/s .....(Joint Venture of M/s ..... M/s.....  
..... and M/s ..... ).

2. That all the parties shall be legally liable, severally and or jointly responsible for the satisfactory/successful execution/completion of the work in all respects and in accordance with terms and conditions of the contract.

3. That the role of each constituent of the said Joint Venture in details shall be as under:

The first party shall be responsible for .....

The second party shall be responsible for .....

The third party shall be responsible for .....

4. The share of profit and loss of each constituent of the said Joint Venture shall be as under :

- Lead partner share = --- % (At least 51%)
- 2nd Joint Venture Partner share = ----- %
- 3rd Joint Venture partner share = ----- %
- 4thJoint Venture partner share = ----- % ] in case of
- 5th Joint Venture partner share = ----- % ] composite tender

5. That all the parties of this Joint Venture shall depute their experienced staff as committed commensurating with their role and responsibility and as required for the successful completion of the works in close consultation with each other.

6. That all the Bank Guarantee shall be furnished jointly by the parties in the name of Joint Venture.

7. That the party number ..... to this Joint Venture shall be the prime (lead) contractor and will

be responsible for timely completion of work and to co-ordinate with the Railways to receive payments and also to make all correspondence on behalf of this Consortium/ Joint Venture.

8. That all the above noted parties i.e ..... not to make any change in the agreement without prior

written consent of the Railway.

9. NOW, the parties have joined hands to form this Joint Venture on this .....Day of ..... two thousand  
.....with reference to and in confirmation of their discussions and understanding brought on record on .....

IN WITNESS THEREOF, all /both the above named parties have set their respective hands on .....the day .... and year  
..... First above mentioned in the presence of the following witness: In Witness

First Party

Second Party



**POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE**

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp papers should be purchased in the name of the members of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE THE PARTIES whose details are given here under:

1. ....(name  
.....of ..... constituent)..  
.....(address) as the first party.
2. ....(name  
.....of ..... constituent)..  
.....(address) as the second party.

Have entered into a Joint Venture agreement for the purpose of securing the work advertised by Northern Railway vide NIT No.....details of works are as under:

“ ..... ”  
.....

The aforesaid Joint Venture shall be known by the name “.....” (Hereinafter called the

Joint Venture which Expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns.

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_ S/o Shri

.....(address) who is presently holding the position of  
in

.....the firm/ company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the Joint Venture to jointly or severally exercise all or any of the following powers for and on behalf of “

..... (name of JV) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the Northern Railway on behalf of the Joint Venture.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of Joint Venture
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Joint Venture in connection with completion of aforesaid tender work and to enter into liability against the Joint Venture.
4. To sign, execute the contract with Northern Railway for and on behalf of the Joint Venture.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above on behalf of Joint Venture.

The Joint Venture agrees and undertakes that in the event of any change in the constitution of the Joint Venture the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.

We all the members of Joint Venture undertake that we shall not cancel or amend this Power of Attorney unilaterally and without prior written consent of Northern Railway.

AND the Joint Venture hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Joint Venture and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF the members constituting the Joint Venture as aforesaid have executed these present, on this..... day of..... 20...., under the common seal(s)/seals of their companies and/or firms(s), in presence of:

WITNESSES:

1. Signature Name: Address:	Signature of authorized signatories & their Seals: 1. First Party (signature) Name: Seal
2. Signature Name: Address:	2. Second Party (signature) Name: Seal

Specimen Signatures of Attorney Holder in token of acceptance: Name..... Signature.....

Executed and Signed before me on this..... day of..... At..... (place).  
(seal and signature of Notary Public)

**Notes:** 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

**CONSENT OF PARTNERS OF PARTNERSHIP FIRM FOR SIGNING JOINT VENTURE**

(to be executed on non-judicial stamp paper as per tender conditions-Non Judicial stamp paper should be purchased in the name of partners of the firm)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE :

- (1)..... S/o Shri..... R/o.....  
 (2)..... S/o Shri..... R/o.....  
 (3)..... S/o Shri..... R/o.....  
 (4)..... S/o Shri..... R/o.....

all are the partners of a partnership firm namely M/S.....(Name of firm) hereinafter referred to

as 'firm', which is registered at Registration No.....by Registrar of Firms .....The firm is

having its head office at.....

AND WHEREAS it has come to our knowledge that NIT No.....has been issued by Northern Railway for the work namely

"....."  
 We all the above named partners on behalf of the above named firm hereby give our consent to participate in the abovementioned Joint Venture.

Further we all the above named partners on behalf of the above named firm hereby give our consent to enter in to Joint Venture agreement, with M/S..... & M/S.....(name of other constituent(s) of joint venture) and to participate in tender as Joint Venture aforesaid.

Date:

Place:

Executants Partners

(Name ) (

Signature) 1.....

.....

2. ....

3. ....

4. ....

.....(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners and two JV constituents however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document)..
3. Each page of the document should be signed by executants.

**POWER-OF-ATTORNEY FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF PARTNERSHIP FIRM**

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of partners of the firm)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/o Shri..... R/o.....  
 (2)..... S/o Shri..... R/o.....  
 (3)..... S/o Shri..... R/o.....  
 (4)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/s. .... Name of firm)  
 hereinafterreferred to as 'firm', which is registered at Registration No.....by Registrar of Firms ..... The  
 firm is having its head office at..... (hereinafter to be referred  
 as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm  
 to participate in the tender No. .... issued by Northern Railway for the  
 work namely“ .....

M/S.....& M/S.....

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and  
 authorizeMr./ Ms.

..... S/o Shri..... (address)..... & Mr./ Ms.  
 ..... S/o Shri..... (address)..... as our true and lawful attorney

(hereinafter referred to as“Attorney”) of

the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S .....

..... (name of firm) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm with  
 M/S.....& M/S.....
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection with aforesaid bid.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit  
 papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of  
 aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with Northern Railway for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above and to enter  
 into liability against the firm.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent  
 of Northern Railway.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or eitherof them under the  
 authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and  
 ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby  
 given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this day  
 of..... 20.... , in presence of:

WITNESSES:

1. Signature	Executants Partners
Name:	(Name ) ( Signature)
Address:	1.....
	2. ....
	3. ....
	4. ....
1. Signature Name: Address:	

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name.....Signature.....

(2)Name.....Signature.....

Executed and Signed before me on this.....day of..... At ..... (place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of four partners, two  
 constituents of JV and two attorney holders, however if the number vary the details may accordingly  
 be entered.

2. The document should be notarized at its place of execution.

3. Each page of the document should be signed by executants.

**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM WHEN PARTICIPATING IN JOINT VENTURE**  
**(to be executed non judicial stamp paper of appropriate value as per law of state concerned- Non Judicial stamp papers should be purchased in the name of proprietor of the firm)**

I.....S/o Shri.....aged about  
 years

R/o..... do hereby solemnly affirm and declare as under:

1. That I am running a business in the name and style of M/s .....which is a sole proprietorship firm and which has got GST registration No.....

2. That I am the sole proprietor of the said firm M/S  
 .....

3. That the Head office of the above named firm is situated  
 at.....

4. That I through my above named firm shall participate in the tender No. .... issued by  
 Northern Railway for the work namely " " in Joint Venture and for the purpose shall enter into and execute joint venture agreement with  
 M/S & M/S  
 ....(name of other constituent(s) of joint venture).

**DEPONENT**

**Verification:**

Verified at.....on this .....day of .....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

**DEPONENT**

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

## Appendix-VIII

### **Board's Resolution of company for entering into Joint Venture (To be printed on Company's letter head)** EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF (Company Name)

\_\_\_\_\_(CIN \_\_\_\_\_) (hereinafter referred to as company) HELD ON (Date) \_\_\_\_\_ AT (Address) \_\_\_\_\_

Whereas the Board has been described about NIT No. \_\_\_\_\_ issued by Northern Railway for the work namely "\_\_\_\_\_".

Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender in Joint Venture and for the purpose the company shall enter into and execute joint venture agreement, with M/S \_\_\_\_\_ & M/S \_\_\_\_\_

\_\_\_\_\_(name of other constituent(s) of joint venture).

Resolved further that the Board authorizes, Mr./ Ms. \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ (name and designation) of the company, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. \_\_\_\_\_ (name and designation) of the company to execute Power of Attorney in terms of this resolution in favour of Mr./Ms.

\_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the company. For the Organization,

(Seal of company & Signature of authorized person)

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Place  
dated

Executed and Signed before me on this.....day of .....At ..... (place).

(seal and signature of Notary Public)

### **Notes:**

1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by authorized signatory(s).

## Appendix- IX

### POWER-OF-ATTORNEY BY A COMPANY (incorporated under companies Act) for entering into JOINT VENTURE AGREEMENT.

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the company)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
 ..... (name of company & CIN number) is a Company registered  
 under the Companies Act, 2013, and having its registered office at (Hereinafter called the  
 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Board of  
 directors

of the company the company (company name) has decided to participate in the  
 tender No. .... issued by Northern Railway for the work  
 namely " ....."

in Joint Venture and for the purpose the company shall enter into and execute joint venture  
 agreement with M/S ..... & M/S ..... (name of other constituent(s) of joint  
 venture) AND THAT M/S ..... (name of the lead member of joint venture) shall act as the lead  
 member of above mentioned joint venture.

I..... (name and designation) the authorised representative of M/S  
 ..... (name of company) duly authorized in this behalf  
 by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and  
 authorize Mr./ Ms.

..... (designation) ..... (address) ..... & Mr./ Ms. Mr./  
 Ms.

..... (designation) ..... (address) ..... who is/are presently holding the above  
 mentioned position in the company as our true and lawful attorney (hereinafter referred to as "Attorney") of  
 the company to jointly or severally exercise all or any of the following powers for and on behalf of M/S

.....

..... (Name of company & CIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the  
 company, on behalf of the company with above named constituents for participating in the aforesaid bid of the Northern  
 Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the company in connection with completion  
 of aforesaid tender work and to enter into liability against the company.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.  
 The company agrees and undertakes that in the event of any change in the constitution of the company the rights and  
 obligations of the company shall continue to be in full force without any effect thereof.  
 The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written  
 consent of Northern Railway.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under  
 the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby  
 undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be  
 done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri ..... (name and  
 designation), on

this ..... day of ..... 20...., in presence of:

WITNESSES:	Executants' Signature & Seal of
1. Signature Name: Address:	company: Name: Designation:
2. Signature Name: Address:	

Specimen Signatures of Attorney Holder in token of acceptance:

(1) Name..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this ..... day of ..... At ..... (place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two  
 authorized persons/attorney holders however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

## Appendix- X

### POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is company incorporated under companies Act)

(to be executed non-judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the company)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/s .....  
 ..... (name of company & CIN number) is a Company registered under the Companies Act, 2013, and having its registered office at... ..(hereinafter called the 'Company'). AND WHEREAS by its resolution No..... passed in the meeting held on .....of the Board of directors

of the company the company (company name) have decided to participate in the tender No. .... issued by Northern Railway for the work namely  
 “ .....

I.....(name and designation) the authorised representative of M/S ..... (name of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms.

.....(designation).....(address)..... & Mr./ Ms. Mr./ Ms.

.....(designation).....(address).....who is/are presently holding the above mentioned position in the company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of company & CIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the Northern Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. To sign, execute the contract with Northern Railway for and on behalf of the company.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof.

The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Northern Railway.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20...., in presence of:

WITNESSES:

1. Signature Name: Address:	Executants' Signature& Seal of company: Name: Designation:
2. Signature Name: Address:	

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name ..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of..... At .....(place).

(seal and signature of Notary Public) Notes:

1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.

## Appendix- XI

### Board's Resolution of company incorporated under companies Act for submitting Tender by company (To be printed on company's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF (Company Name)

\_\_\_\_\_(CIN \_\_\_\_\_) (hereinafter referred to as company) HELD  
ON (Date) \_\_\_\_\_

\_\_\_\_\_ AT (Address) \_\_\_\_\_

Whereas the Board has been described about NIT No. \_\_\_\_\_ issued by Northern Railway for the work namely "\_\_\_\_\_". Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender.

Resolved further that the Board authorizes, Mr./ Ms. \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ (name and designation) of the company, to jointly or severally sign and submit all the necessary papers, letters, forms, quotes, bids etc, negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. \_\_\_\_\_ (name and designation) of the company to execute Power of Attorney in terms of this resolution in favour of Mr./Ms.

\_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the company. For the Organization,

(Seal of company & Signature of authorized person) Name: \_\_\_\_\_

\_\_\_\_\_ Design  
ation: \_\_\_\_\_ Place:

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

Executed and Signed before me on this.....day of ..... At ..... (place).

(Seal and signature of Notary Public) Notes:

1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document)..
3. Each page of the document should be signed by authorized signatory(s).



**NORTHERN RAILWAY**  
(Standard Format)

**COMPLETION/ONGOING WORK CERTIFICATE**

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

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

**Note: Kindly indicate that whether payment made was/is inclusive/Exclusive of GST/Service Tax component..**

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

(-----)

Name &

Signature

Issuing

authority with

seal

Date of issue

of certificate:

Case File No.:

Applicant's legal name .....

Date .....

**FINANCIAL STANDING**

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

**SEAL AND SIGNATURE OF THE BIDDER**

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports. \_\_\_\_\_

(Signature of Chartered Accountant)

Name of CA: \_\_\_\_\_

Registration No: \_\_\_\_\_

(Seal)

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

This is to certify that M/s \_\_\_\_\_ is  
a reputed company with a good financial standing. If the contract for the work,  
namely ..... is awarded  
to the above  
firm,  
we shall be willing to provide overdraft/credit facilities to the extent of Rs.....to meet their  
working capital  
requirements for executing the above contract.

Sd. \_\_\_\_\_  
Name of Bank: \_\_\_\_\_  
Senior Bank Manager \_\_\_\_\_  
Address of the Bank \_\_\_\_\_

**FOR JV**

This is to certify that M/s..... who has formed a JV  
with  
M/s  
..... and M/s... ..... for participating  
in this bid,  
is reputed company with a good financial standing. If the contract for the work,  
namely ..... is awarded to the  
above joint venture we shall be willing to provide overdraft/credit facilities to the extent of Rs..... to M/s  
..... to meet their working capital requirements for executing  
the above contract.

*[This should be given by the JV members in proportion to their financial participation]*

**Details of M&P available in hand**

<b><u>S.No.</u></b>	<b><u>Name of machine</u></b>	<b><u>No. of machines</u></b>

**Sign and seal of contractor**

**WORK IN HAND**

Applicant's legal name.....

Date.....

Group Member's legal.....

S.No.	Detailed scope of work	Contract/ Agreement no.	Actual Date of start of work	Date of completion/ actual completion	Total amount received year wise	Penalty imposed year wise	Full postal Address and Telephone/ Mobile No. of Employer for whom the work was done
					2019-20 2020-21 2021-22 2022-23 2023-24 2024-25 2025-26 Current year	2019-20 2020-21 2021-22 2022-23 2023-24 2024-25 2025-26 Current year	
1							
2							
3							
4							
5							

**Note**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

2. Separate sheet for each work along with Employer Certificate to be submitted as per APPENDIX X//

3. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.

4. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately?

Stamp &amp; Signature of Tenderer

Applicant's legal name.....

Date.....

Group Member's legal.....

## APPENDIX- XVII

### WORKS EXECUTED/COMPLETED

S.No.	Detailed scope of work	Contract/ Agreement no.	Actual Date of start of work	Actual Date of completion/ actual completion	Total amount received year wise	Penalty imposed year wise	Full postal Address and Telephone/ Mobile No. of Employer for whom the work was done
					2019-20 2020-21 2021-22 2022-23 2023-24 2024-25 2025-26 Current year	2019-20 2020-21 2021-22 2022-23 2023-24 2024-25 2025-26 Current year	
1							
2							
3							
4							
5							

#### Note:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Employer Certificate to be submitted as per APPENDIX XII
3. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature & stamp.

Stamp & Signature of Tenderer

**ECS/Mandate Form**

Beneficiary Name	
Beneficiary Address	
Bank Name	
Branch Address	
IFSC Code	
MICR Code	
Account Type	
Account Number	
City :	
Tel./Fax No. ( if any)	
PAN NO.	
Service Tax Registration number linked with PAN No.	
CGST/IGST/UTGST/SG ST Registration no.	
Signature of Beneficiary	

Signature of Bank Official with Stamp

Signature of Tenderer

Signature of Tender inviting Authority

## APPENDIX- XIX

### REFUND OF EMD AND ON ACCOUNT PAYMENT THROUGH NEFT/ RTGS

1. Name of the firm/ Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Account Type:
7. Account Number:
8. IFS Code of the bank Branch:
9. MICR Code of the Bank Branch:
10. Whether a cancelled Cheque of the Bidder/Firm submitted: Yes or No  
(Please tick)(A canceled cheque to be enclosed)

Certified that the information furnished above is correct.

Manager Signature with Name, Number & Bank Seal

Signature of the Authorized person  
of the Firm/ bidder with  
seal & Date



**DECLARATION/UNDERTAKING**

(Bidder letter head)

I/We, .....(name and Designation) on  
behalf of

..... (Name of the tendering firm) do hereby declare/undertake that  
I/We have not employed any retired Engineer/manager of the Gazetted rank or any other Gazetted  
Officer, nor made any Partner/Director etc. in our firm who retires from Railway Service in last one year as  
on the date of opening of tender

(authorized signatory)

Name of the tendering  
firm

Place:-

Dated:

**DECLARATION/UNDERTAKING**  
**(Bidder's Letter Head)**

*I/we hereby declare that, the contents mentioned in Notes/Special Notes in whole tender document has been read completely and understood by us/me as per above schedule of work and shall abide all the laid down terms and conditions for the execution of above work.*

**Signature of the tenderer**

**CONTRACT AGREEMENT FOR  
WORKS NORTHERN RAILWAY**

CONTRACT AGREEMENT No.

Date: .....

ARTICLES OF AGREEMENT made this.....day of .....Between the President of India acting through the

Railway Administration here after called the "Railway" of the one part and ..... Herein after called the "Contractors" of the other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works\_\_\_\_\_set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract for contracts 2022, corrected upto latest Correction Slips here-into annexed AND WHEREAS the performance of the said work is an act in which the public are interested.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the payments to be made by the railway, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of the contract on or before the ..... day of.....20 and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein),And the Northern Railway both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the schedule hereto annexed.

Signature \_\_\_\_\_  
Contractor \_\_\_\_\_  
(For President of India)  
Address \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Railway Designation \_\_\_\_\_  
  
Address \_\_\_\_\_  
Date \_\_\_\_\_

.....**End of Tender Document**.....