

NORTHEAST FRONTIER RAILWAY

E-Tender No. EL-GHY-KYQ-02-26-27 dtd. 12.06.2026

Office of the Sr. Divisional Electrical Engineer



TENDER DOCUMENT

Name of the Works

Comprehensive Maintenance contract
for RMPUs fitted in SG AC coaches of primary
maintenance depot under GHY for a period of 02 year.

NORTHEAST FRONTIER RAILWAY

(Electrical Department)

Important Notes for Intending Tenderer(s)

Tender No: **EL-GHY-KYQ-02-26-27**

dtd. 12.06.2026

NOTE

- 1) Tenders have been invited for and on behalf of the President of India for the work mentioned as per NIT.
- 2) The tender document is available after having deposited the requisite cost of the tender document as per NIT. It is understood that you are agreed to abide by the conditions those are laid down in the tender document when you submit the tender.
- 3) The tender document includes various chapters, drawings and annexure as enclosed, those are integral parts of the tender documents.
- 4) Tender documents are not transferable and cost of Tender document is not refundable.

GENERAL INSTRUCTIONS

- (i) Only online payment of cost of Tender Document and Earnest Money Deposit shall be accepted.
- (ii) Tenderers intending to participate in the e-Tender must make payment of Cost of Tender Document and Earnest Money through net-banking, Debit/Credit Card, Payment Gateway as per the provision available in IREPS works tender module. IREPS e-receipt for cost of Tender Document and Earnest Money Deposit is to be uploaded.
- (iii) Tenders other than in form of e-Tendering shall not be accepted against this tender. For this purpose, tenderers are required to register themselves with IREPS. Registration requires procurement of Class III Digital Signature Certificate and Digital Encryption Certificate.
- (iv) Rates entered in to rate page shall only be considered. Rates offered in any other form / letter by the tenderer shall not be considered.
- (v) In case of any difficulty faced by the tenderer while submitting their bid in the IREPS website assistance from help desk available with the website may be sought.
- (vi) Railway Administration shall not be responsible for any delay/difficulties /inaccessibility of the down loading facility for any reason whatsoever.

N.F.Railway

(Electrical Department)

Notice for e-tendering Service contract vides Sr.DEE/CHG/GHY&KYQ Notice No.

SR.DEE/GHY-KYQ/02 of 2026-27 Dt. 12.06.2026

Service tender through e-tendering system are invited for two packet system for the work mentioned below:-

S N	Tender No.	Name of work	Tender value	Earnest Money	Cost of tender	Compl tion period of work	Date & time of	
							Closing of tender	Opening of tender
1	EL-GHY- KYQ-02- 26-27 12.06.2024	Comprehensive Maintenance contract for RMPUs fitted in SG AC coaches in primary maintenance depot under GHY for a period of 02 years.	Rs. 1,27,83,022/-	Rs. 2,14,000/-	Rs. 10,000/-	02 years	15:00 Hrs. on 03.07.2026	15:30 Hrs. on 03.07.2026

Note: -

1. The complete information with the tender document of above e-tender will be available up to 15.00 hrs of 03.07.2026 in website <http://www.ireps.gov.in>. The tenderers require submitting their e-tender on this website only.
2. Tenderers other than in the form of e-tendering shall not be accepted against above e-tenders. For this purpose, contractors are required to get themselves registered with IREPS website along with class III digital signature certificates.
3. Rates entered into rate page and duly signed digitally shall only be considered. Rates in any other financial entity on any other form/letter if attached by tenderers shall not be considered.
4. Documents being attached should be signed digitally by the tenderer.
5. All the tenderers/ Contractors are allowed to make payments against this tender towards tender documents cost and earnest money only through ONLINE payment modes available on IREPS portal like net banking, debit card credit card etc. MANUAL payment through demand draft, Banker cheque, deposit receipt, FDR etc are NOT allowed.
6. Payment of Earnest Money deposit (EMD) & Tender document Cost (TDC) in respect of e- tendering, should accepted through net banking or e-payment gateway only.
7. Tender will be opened at the specified time & date. In case the specified date is declared a holiday, the tender would be opened at the same time on the next working day.
8. In case of any difficulty help desk available on the website of IREPS may be approached.
9. (A) **Minimum Eligibility Criteria: Work Experience (Technical criteria):** - The bidder should have satisfactorily completed in the last three previous financial years and the current financial year up-to the date of opening of the tender, one similar single service contract- for a minimum of 35% of advertised value of the bid.

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

**** Similar service contract means:-** as per CESE/ MLG's L/No. EL/ W/ 29/ Similar work Dtd. 08.04.2019.

“Escorting contract for Roof Mounted AC package unit for LHB variant AC coaches by the Approved Vendors included in the list of Approved Vendors issued by RDSO for manufacture and supply of electrical items”
or

“Maintenance contract for Roof Mounted AC package unit for LHB variant AC coaches by the Approved Vendors included in the list of Approved Vendors issued by RDSO for manufacture and supply of electrical items”
or

“Manufacture and supply for Roof Mounted AC package unit for LHB variant AC coaches by the Approved Vendors included in the list of Approved Vendors issued by RDSO for manufacture and supply of electrical items”,

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.

Notes:

- The bidder shall upload details of work executed by them for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/ scope of work, actual completion cost and actual date of completion for such work etc. should be uploaded (as per **Annexure –A**)
- Value of successfully completed portion of any ongoing work up-to the last day of the previous month of bid submission will also be considered for qualification of work experience criteria.

(B) Financial Standing (Financial Criteria): The Bidders will be qualified only if they have minimum financial capabilities as below—

(i) **T1- Financial Turnover:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature *and* membership number shall be considered.

(ii) **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

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

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

In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV. Tenderers must submit relevant documents in support of having fulfilled above criteria. Offers not meeting the above eligibility criteria will be considered unsuitable. Railway reserves the right to accept/reject any tender, without assigning any reason for the same.

Bidder shall submit a certificate in the prescribed format for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid. Format is enclosed as Annexure – V

Valid electrical contractor's license issued by the State Government/Central Government.

Contractor shall have to submit the documentary proof of electrical supervisor being employed by the contractor holding the valid Electrical Supervisor License prior to commencement of the work.

10. Evaluation of Technical Bid

10.1 Bidder's Credentials:

10.1.1 The bidder shall submit along with the Bid document, documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid. In two packet system of bidding, each bidder shall be evaluated for their technical bid.

SN	Weightage	Technical Criteria	Documentation	Scoring
1	25%	Previous Work Done The bidder shall submit documents related to	Certificate from client firm authorizing payment received	Scoring Method; For each completed/on-going similar service contracts with

		<p>completed / on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/ on-going similar service contracts in the following categories:</p> <p>1) Payment received more than or Equal to 80% or 50% or 40% of the current advertised bid value and percentage penalties imposed therein</p>	<p>along with percentage penalties imposed, contract wise for completed/ongoing similar service contracts with satisfactory performance.</p>	<p>satisfactory performance shall be as under:</p> <p>(a) 100 Marks if 1 project > 80%, 2 projects >50% or 3 or more projects > 40% value completed or underway</p> <p>50 Marks if 1 project > 50% or 2 projects > 40% value completed or underway</p> <p>(a) 20 Marks if 1 project > 40% value completed No marks if all projects < 40% value completed.</p> <p>Deduction for 'percentage penalty imposed in the respective completed /on- going similar service contracts; The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% shall not be considered for calculation of scores for this purpose.</p>
2	50%	<p>Turnover (in last three and current Financial Year) (Less than 1.5 times the value of work is not eligible)</p>	<p>As per audited balance sheet certified by the CA.</p>	<p>(a) 100 marks- More than 15 times advertised value of work.</p> <p>(b) 80 marks – 8-15 times advertised value of work.</p> <p>(c) 60 marks- 3-8 times advertised value of work.</p> <p>(d) 40 marks- 1.5-3 times advertised value of work.</p>
3	25%	<p>Number of years in operations (Firms having less than 1 year of experience are not eligible)</p>	<p>Company establishment certificate and company's work order copy/agreement copy/completion certificate etc. as proof of operation. Years shall be counted from the date of agreement of work.</p>	<p>(a) 100 marks – More than 8 years</p> <p>(b) 80 marks – 5-8 years</p> <p>(c) 60 marks – 2-5 years</p> <p>(d) 40 marks – 1-2 years</p>

As per the marking assigned in the table above, each Bidder shall be assigned score for Technical Bid (STB). **Bidders who's STB shall be 60 or above shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying marks of 60 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.**

10.1 .2 Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested as above.

10.1 .3 The bidders shall submit a certificate in the prescribed format to the effect that all the documents submitted by her along with her bid are true (Format will be as per **Annexure V**). In addition to Annexure V, in case other than Company/ Proprietary firm, **Annexure V(A)** shall also be submitted by each member of Partnership firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc as the case may be. This shall be mandatory in all bids.

a) The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.

After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L 1) for their authenticity. In case the credentials of L1 are not found to be in order, her bid shall

be treated as technically unresponsive and thus invalid. The process shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by a bidder is found to be false / forged: The bidder / each partner / member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (bid) shall also be summarily rejected.

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

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

10.1.4 Evaluation of Financial Bid

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

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

11. The following documents should be submitted along with tender:

12.

- i. Bidders shall submit Document Verification Certificate available in IREPS website to the effect that all documents submitted along with their bid are true. This shall be mandatory in all bids. In addition to Annexure V, in case other than Company/ Proprietary firm, **Annexure V(A)** shall also be submitted by each member of Partnership firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc as the case may be. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid. (format shown in **Annexure V**)
 - ii. List of personnel, organization available on hand and proposed to be engaged for the subject work (format shown in annexure- F).
 - iii. List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date .(format shown in Annexure- G).
 - iv. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid to meet the T2-Liquidity criteria.
 - v. The contractor has to submit the following certificates:-
 - a) Labour license certificate.
 - b) EPF registration certificate.
 - c) ESI registration certificate.
 - vi. Documents related to GST act.
 - vii. The tenderer should have valid electrical contractor license, electrical supervisor license issued by state/central electrical licensing board. The License should have been issued on a date prior to date of tender opening.
13. Any conditional offer will be summarily rejected. Other terms & condition may be seen in tender document.
14. The contractor must comply with the latest labour laws.

“No post tender correspondence will be done with the participant tenderer(s) for deficient credentials noted during scrutiny of tender/offer nor any credential will be accepted after opening of the tender and the offer shall be decided on the basis of submitted/credentials downloaded with offer only.”

13. The offers which are incomplete, without supporting documents, unsigned, conditional, will be summarily rejected.

14. The Railway reserves the right to either cancel the tender or reject any or all the tenders without assigning any reason thereof.

Senior Divisional Electrical Engineer,
N. F. Railway, Guwahati & Kamakhya.
For & on behalf of the President of India.

Copy forwarded for information & necessary action & displaying on the notice board for wide circulating to:

1. CPRO/MLG: For kind information please & is requested to arrange immediate wide publication in prominent news paper in due time. Fund is available during 2026-27 chargeable to 06-500-32.
2. PCEE, CVO, FA & CAO/MLG, Director of Audit, CEE(Con.), Dy.CEE/NBQS(W), Dy.CEE/DBWS(W), Sr.DEE/KIR, APDJ,RNY,LMG & TSK.
3. DRM/LMG, ADRM/GHY, SR.DEN/C/MLG, Sr. DSTE/LMG, SR. CDO/GHY, Sr. DME/NGC
4. ADEE/G/GHY
5. Sr.DFM/GHY
6. Sr. DSC/LMG, ASC/GHY: For kind information and necessary action please.

Senior Divisional Electrical Engineer
N. F. Railway, Guwahati& Kamakhya
For & on behalf of the President of India

NORTHEAST FRONTIER RAILWAY

TENDER FORMS (First Sheet)

Tender No: **EL GHY-KYQ-02-26-27**

dtd. 12.06.2026

Name of work: Comprehensive Maintenance contract for RMPUs fitted in SG AC coaches of primary maintenance depot under GHY for a period of 02 year.

To

The President of India

Acting through the Senior Divisional Electrical Engineer Guwahati.

NF Railway, P.O.Panbazar , Guwahati Dist. Kamrup (Guwahati)

1. I/We have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/ We also agree to keep this tender open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/we will be liable for forfeiture of my/our Earnest Money". I/We offer to do the work for _____ Railway, at the rates quoted in the attached schedule and hereby bind myself / ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the Bid.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of Rs. _____ is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:
 - a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Micro and Small Enterprise registered from.....(body approved by Ministry of MSME) with registration No. and terminal validity up to for similar service contracts.
5. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/ service.

Signature of

Bidder/s

Date

Address....

BID FORM (Second Sheet)

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

- (a) Bid forms — First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Manager, _____ Railway on payment of prescribed charges.
- (e) Schedule of Rates as amended / corrected upto latest Correction Slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Manager, _____ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.

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

3. The Bidder(s) shall quote her / their rates as a percentage above or below the Schedule of Rates of _____ Railway as applicable to _____ Division except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.

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

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

6. Earnest Money:

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

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

- (b) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued

by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

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

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

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

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

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

11. For e- bidding:

1. The complete information with the tender documents of the above e- tender will be available up to 15.00 hrs of 03.07.2026 in website <http://www.ireps.gov.in>. The tenderers require to submit their e-tender on this website only.
2. The tenderers other than in the form of e-tendering shall not be accepted against above e-tenders. For this purpose, contractors are required to get themselves registered with IREPS website along with class III digital signature certificates.

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 ___ 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 Sheets, mentioned in tender form (First Sheet)

14. **Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

15. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorising her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the

firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

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

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

- (a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.
- (b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign "No Claim certificate", refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.
- (c) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 of GCC.
- (d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of *Association*) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.
- (e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

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 Firs/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/ Tenderconditions

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

- (a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for

taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

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

Signature of Bidder(s) Date _____

(Signature)

(Designation)

_____ Railway

INSTRUCTIONS TO TENDERER

Comprehensive Maintenance contract for RMPUs fitted in SG AC coaches of primary maintenance depot under GHY for a period of 02 year.

1. The complete information with the tender documents of the above e- tender will be available up to 15.00 hrs of 03.07.2026 in website <http://www.ireps.gov.in>. The tenderers require to submit their e-tender on this website only.
2. The tenderers other than in the form of e-tendering shall not be accepted against above e-tenders. For this purpose, contractors are required to get themselves registered with IREPS website along with class III digital signature certificates.
3. Rates entered into rates page and duly signed digitally shall only be considered. Rates in any other financial entity on any other form/ letter if attached by tenderers shall not be considered.
4. Documents being attached should be signed digitally by the tenderer.
5. All tenderers/ contractors are allowed to make payments against this tender towards tender documents cost and earnest money only through ONLINE payment modes available on IREPS portal like net banking, debit card, credit card etc. MANUAL payment through demand draft, Banker cheque, deposit receipt, FDR etc are NOT allowed.
6. Payment of Earnest Money Deposit (EMD) & Tender documents cost (TDC) in respect of e-tendering should be accepted through net banking or e- payment gateway only.
However, for service contracts MSEs registered with District Industries Centres, Khadi and Village Industries commission, Khadi and Village Industries Board, Coir Board, National small Industries Corporation, Directorate of handicraft and Handloom, Any other body specified by MSME shall be supplied such tender documents free of cost on confirmation of their evidence to this effect exempted from payment of EMD. (Authority Board's L/No. 2016/CE- I/ CT/ 3/MSME dt Aug'2016)
7. Tender will be opened at the specified time & date. In case the specified date is declared a holiday, the tender would be opened at the same time on the next working day.
8. In case any difficulty help desk available on the website IREPS may be approached.
9. **(A) Work Experience (Technical Criteria):** The bidder should have satisfactorily completed in the last three previous financial years and the current financial year up-to the date of opening of the tender, one similar single service contract- for a minimum of 35% of advertised value of the bid.
"Completed service contract" includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

**** Similar service contract means:-** as per CESE/ MLG's L/No. EL/ W/ 29/ Similar work Dtd. 08.04.2019.

"Escorting contract for Roof Mounted AC package unit for LHB variant AC coaches by the Approved Vendors included in the list of Approved Vendors issued by RDSO for manufacture and supply of electrical items"

or

"Maintenance contract for Roof Mounted AC package unit for LHB variant AC coaches by the Approved Vendors included in the list of Approved Vendors issued by RDSO for manufacture and supply of electrical items"

or

"Manufacture and supply for Roof Mounted AC package unit for LHB variant AC coaches by the Approved Vendors included in the list of Approved Vendors issued by RDSO for manufacture and supply of electrical items",

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.

Notes:

- The bidder shall upload details of work executed by them for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/ scope of work, actual completion cost and actual date of completion for such work should be uploaded (**Annexure –A**).
- Value of successfully completed portion of any ongoing work up-to the last day of the previous month of bid submission will also be considered for qualification of work experience criteria.

(B)Financial Standing (Financial Criteria): The Bidders will be qualified only if they have minimum financial capabilities as below—

(iii) **T1- Financial Turnover:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature *and* membership number shall be considered.

(iv) **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

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

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

10.1 .1 The bidder shall submit along with the Bid document, documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid. In two packet system of bidding, each bidder shall evaluated for their technical bid.

SN	Weightage	Technical Criteria	Documentation	Scoring
1	25%	<p>Previous Work Done The bidder shall submit documents related to completed / on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/ on-going similar service contracts in the following categories:</p> <p>1) Payment received more than or Equal to 80% or 50% or 40% of the current advertised bid value and percentage penalties imposed therein</p>	<p>Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/ongoing similar service contracts with satisfactory performance.</p>	<p>Scoring Method; For each completed/on-going similar service contracts with satisfactory performance shall be as under: (a) 100 Marks if 1 project > 80%, 2 projects >50% or 3 or more projects > 40% value completed or underway 50 Marks if 1 project > 50% or 2 projects > 40% value completed or underway (a) 20 Marks if 1 project > 40% value completed No marks if all projects < 40% value completed. Deduction for 'percentage penalty imposed in the respective completed /on- going similar service contracts; The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is</p>

				more than 20% shall not be considered for calculation of scores for this purpose.
2	50%	Turnover (in last three and current Financial Year) (Less than 1.5 times the value of work is not eligible)	As per audited balance sheet certified by the CA.	(a) 100 marks- More than 15 times advertised value of work. (b) 80 marks – 8-15 times advertised value of work. (c) 60 marks- 3-8 times advertised value of work. (d) 40 marks- 1.5-3 times advertised value of work.
3	25%	Number of years in operations (Firms having less than 1 year of experience are not eligible)	Company establishment certificate and company's work order copy/agreement copy/completion certificate etc. as proof of operation. Years shall be counted from the date of agreement of work.	(a) 100 marks – More than 8 years (b) 80 marks – 5-8 years (c) 60 marks – 2-5 years (d) 40 marks – 1-2 years

As per the marking assigned in the table above, each Bidder shall be assigned score for Technical Bid (STB). **Bidders who's STB shall be 60 or above shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying marks of 60 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.**

10.1 .2 Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested as above.

10.1 .3 The bidders shall submit a certificate in the prescribed format to the effect that all the documents submitted by her along with her bid are true (Format will be as per **Annexure V**). In addition to Annexure V, in case other than Company/ Proprietary firm, **Annexure V(A)** shall also be submitted by each member of Partnership firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc as the case may be. This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.

After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L 1) for their authenticity. In case the credentials of L1 are not found to be in order, her bid shall be treated as technically unresponsive and thus invalid. The process shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by a bidder is found to be false / forged:

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

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

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

11. The following documents should be submitted along with tender:

- a. Bidders shall submit Document Verification Certificate available in IREPS website to the effect that all documents submitted along with their bid are true. This shall be mandatory in all bids. In addition to Annexure V, in case other than Company/ Proprietary firm, **Annexure V(A)** shall also be submitted by each member of Partnership firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc as the case may be. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid. (format shown in **Annexure V**)
- b. List of personnel, organization available on hand and proposed to be engaged for the subject work (format shown in annexure- F).
- c. List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date. (format shown in Annexure- G).

- d. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid to meet the T2-Liquidity criteria.
 - e. The contractor has to submit the following certificates:-
 - a. Labour license certificate.
 - b. EPF registration certificate.
 - c. ESI registration certificate.
 - f. Documents related to GST act.
 - g. The tenderer should have valid electrical contractor license, electrical supervisor license issued by state/central electrical licensing board. The License should have been issued on a date prior to date of tender opening.
12. Tenderer(s) are requested to read all the tender documents including the conditions of agreement and schedules carefully and note the changes before submitting tenders.

13. Earnest Money

- (1) (a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. –However, for service contracts MSEs registered with District Industries Centres, Khadi and Village Industries commission, Khadi and Village Industries Board, Coir Board, National small Industries Corporation, Directorate of handicraft and Handloom, any other body specified by MSME shall be exempted from payment of Earnest Money Deposit. Authority Board's L/No. 2016/CE- I/ CT/ 3/MSME dt Aug'2016)

The earnest money shall be as under:

- A. For works estimated to cost up to Rs. 1 crore :- 2% of the estimated cost of the work
- B. For works estimated to cost more than Rs. 1 crore :- Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond `1 crore subject to a maximum of ` 1 crore The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering.

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

(d) All the tenderers/ Contractors are allowed to make payments against this tender towards tender documents cost and earnest money only through ONLINE payment modes available on IREPS portal like net banking, debit card credit card etc. MANUAL payment through demand draft, Banker cheque, deposit receipt, FDR etc are NOT allowed.

(e) Payment of Earnest Money deposit (EMD) & Tender document Cost (TDC) in respect of e-tendering, should accepted through net banking or payment gateway only.

14. Performance Guarantee: Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value in four separate parts of 1.25 % each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however

not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

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

The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations up-to the of the contract.

If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable **maximum penalty** a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value –

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

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

1. The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid up to the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

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

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

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

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

15.. 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 tenderer(s) shall demand any explanation for the cause of rejection of his/their tender in the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

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

17.If the tenderer(s) expires 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.

18.All prices and other information like document sets having a bearing on the price shall be written both in figures and words in the prescribed offer form and duly signed and stamped.

19.Tenderer(s) shall submit their offers made as per the Indian Railways General as well as Special conditions of contract.

20.The Tenderer must produce all the required documents as per Tender Notice & documents. Eligibility of the firm must be attached along with the Tender documents. If the Tenderer does not fulfill the eligibility criterion mentioned above, the offer will be summarily rejected.

21.The Railway Administration will reserve the right to accept or reject any offer. Authority for acceptance or otherwise of the offer will rest with the Railway Administration which, does not bind itself to accept any offer and not assign any reason for rejecting the same.

22. Effect of offer a. The submission of any offer connected with the specifications and documents shall constitute an Agreement that the tenderer shall have no cause of action or claim against the —Railways| for rejection of his offer.

The Railways shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the –Railways|. b. Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the tenderer. If necessary, the –Railways| will obtain clarification on the offers by requesting for such information from any or all the tenderer, in writing .

23. Local conditions:

It will be imperative for each tenderer to fully acquaint him with all the local conditions and factors, which would have any effect of the performance of the contract and the cost of item of works. The —Railways| shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the —Railways| accepts the offer. The tenderer can visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done.

24. Intending tenderers are requested to inspect the concerned site prior to submit their tenders with a view to understand the actual scope of work under contract and then quote their rates in realistic manner.

Signature of tenderer

**CONTRACT AGREEMENT OF
SERVICES NORTHEAST
FRONTIER RAILWAY**

Contract Agreement No.

Dated

Name of the work: – Comprehensive Maintenance contract for RMPUs fitted in SG AC coaches of primary maintenance depot under GHY for a period of 02 year.

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

WHEREAS the Contractor has agreed with the Railway for performance of the “Comprehensive Maintenance contract for RMPUs fitted in SG AC coaches of primary maintenance depot under GHY for a period of 02 year..” set forth in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

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

(Signature) _____ Signature

Contractor ----- Railway

Address ----- Address

Date _____ Date

STANDARD GENERAL CONDITIONS OF CONTRACT FOR USE IN CONNECTION WITH WORKS

CONTRACTS DEFINITIONS AND INTERPRETATION

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 BidForms.

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.

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

Chief Manager shall mean the Officer in charge of the user department i.e. Mechanical Engineering and shall mean and include their successors of the Successor Railway.

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

Manager shall mean the Divisional officers or equivalent officers of the user department i.e. **Electrical** i.e Senior Divisional Electrical Engineer.

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

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

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

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

Schedule of Rates of the Railway (SOR) shall mean the Schedule of Rates issued under the competent authority from time to time.

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/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assignees.

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

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

"Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the services.

Site shall mean the lands, spaces, trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

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

Two Bid System / Two Packet System shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.

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

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

Bid Evaluation System

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

- A. Two Bid Systems / Two Packet System:** This method of evaluation shall be used for all service contracts having bid value exceeding Rs 50 Lakh.

The procedure detailed below shall be adopted for dealing with Two Packets System of Bidding:

With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. On IREPS portal (www.ireps.gov.in), clicking on financial offer tab brings up the financial offer page where the bidder can submit his rates against the schedule items included in the tender. This financial offer submitted by tenderer on IREPS will be saved as 'Financial Bid' on the system and will not be opened at the time of initial opening of the tender (i.e. opening of technical bid). Except the financial bid, all other documents submitted by the firm will be opened at the time of initial opening. The financial bid of only those firms will be opened who are found eligible in the scrutiny of Technical Bid. After acceptance of scrutiny of Technical Bids the offers of the firm will be marked on the IREPS web portal and financial bid of only those firm who are marked as Approved will be opened during opening of Financial Bid. (CRSE CR's L.No.M.102.c&W.3 Dated. 07.03.2018).

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

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

Right of Railway to Deal with Bids

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

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

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

If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, falls to sign the procurement contract as may be required, or falls to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder

the price bid of the first successful bidder. This clause shall not be applicable for Consultancy contracts.

II. BID DOCUMENTATION

Bid (Tender) Form

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

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

Omissions & Discrepancies

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

Earnest Money

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

Note:

- MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognised by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid. It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting his/her Bid he/she will not resile from his/her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
If he/her Bid is accepted, this earnest money mentioned in sub clause above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause **4.11** of General Conditions of Contract. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

Care in Submission of Bids

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

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

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

the contractor.

Execution of Contract Document

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

Form of Contract Document

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

IV. GENERAL OBLIGATIONS

Execution Co-Relation and Intent of Contract Documents

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

If a service is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into. If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

Law Governing the Contract

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

Compliance to Regulations and By-Laws

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

Communications to be in Writing

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

Service of Notices on Contractors

The Contractor shall furnish to the Manager the name, designation and address of her authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or her authorized agent or left at or posted to the address so

given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Manager.

Occupation and Use of Land

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

Assignment or Subletting of Contract

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

Railway Passes

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

Carriage of Materials

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

Representation on Site

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

Indemnity by Contractors

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

Performance Guarantee

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

Authority competent to sign the Contract Agreement would be final in case of any dispute. The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract

If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable **maximum penalty** a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value –

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

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

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

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

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

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

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

Force Majeure

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

Illegal Gratification

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

The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if she shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as s he shall consider fit & sufficient and her decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work/ services rendered upto the date of rescission.

Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied herself as to the nature, scope and location of the services, the type / character of equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.

Commencement of Services

The Contractor shall commence the services within 15 days (unless specified otherwise) after the receipt by her of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.

Accepted Programme

The Contractor shall submit schedule of delivery of services, the details of organisation (in terms of labour and supervisors) plant and machinery that she intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavour to fulfill this programme of delivery of services. The progress of delivery of services shall be watched accordingly.

Compliance to Manager's Instructions

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

In cases, where performance or/and quality of services is/are found to be dissatisfactory, Manager or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document.

Alterations to be Authorized

No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorised, except under instructions from the Manager, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager.

Extra Services

Should services over and above those included in the contract require to be provided at the site, the contractor shall have no right to be entrusted with the execution of such works/services which may be carried out by another contractor or contractors or by other means at the option of the Railway.

Separate Contracts in Connection with Services

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

Instructions of Manager's Representative

Any instructions or approval given by the Manager's representative to Contractor in connection with the services shall bind the Contractor as though it had been given by the Manager provided always as follows –

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

(a) If the Contractor shall be dissatisfied by reason of any decision of the Manager's representative, she shall be entitled to refer the matter to the Manager who shall there upon confirm or vary such decision.

Adherence to Specifications and Drawings

The whole of the works/ services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If Contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.

Drawings and Specifications of the Works: The Contractor shall keep one copy of procedures and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Manager or the Manager's Representative.

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

Compliance with Contractor's Request for Details: The Manager shall furnish with reasonable promptness, after receipt by her of the Contractor's request for the same, additional instructions by means of procedures, specifications or otherwise, necessary for the proper execution of the services or any part thereof. All such procedures, specifications and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the procedures, specifications and drawings or as to execution or quality of any services or material, or as to the measurements of the services the decision of the Manager thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Manager

who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

Working Timings

The Contractor shall have to carry out any required services round the clock as per directions of the Manager/ Manager's representative.

Damage to Railway Property or Private Life and Property

The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the *Workmen's Compensation Act* or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

Sheds, yards and Store Houses

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

Provision of Efficient and Competent Staff at Sites by the Contractor

The Contractor shall at once remove from the site any agents, permitted sub-contractor, supervisor, worker or labour who shall be objected to by the Manager. If and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her.

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

Skilled Labour/ Expertise and Testing

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

Removal of Improper Materials/ Tools and Plant

The Manager or the Manager's Representative shall be entitled to order from time to time:

- (a) The removal from the site within the time specified in the order of any materials which in their opinion are not in accordance with the procedures/ specifications.
- (b) The substitution of proper and suitable materials/ tools and plants, and
- (c) In case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 7.4 of these conditions.

Facilities for Inspection

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

Temporary Works

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

Contractor to Supply Water for Works/ Services

Water Supply From Railway System The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of services from the Railway's existing water supply system at or near the site of services on specified terms and conditions and free of cost (unless specified otherwise), provided that the Contractor shall arrange, at his/her own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

In case the Railway is unable to provide water for the services, the contractor shall be responsible for the arrangements of supply of water necessary for the services.

Contractor to Arrange Supply of Electric Power for Services

Electric Supply From The Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of services from the Railway's existing electric supply systems on specified terms and conditions free of cost (unless otherwise specified) only for the services rendered provided the cost of arranging necessary connections shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the electric supply system.

- 4.31.2. In case the Railway is unable to provide electricity for the services, the contractor shall be responsible for the arrangements of supply of electricity necessary for the services.

Property in Materials and Plant

The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the services and intended to be used for the execution thereof shall immediately, as they are brought upon the site of the said land, be deemed to be the property of the Railway. Such of them as during the progress of the services are rejected by the Manager under Clause mentioned above of these conditions or are declared by her not to be needed for the execution of the services or such as on the grant of the certificate of completion remain unused, shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the

site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

Tools, Plant and Materials Supplied by Railways

The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to her charge for the purpose of the services and shall be responsible for all damage or loss caused by her, her agents, permitted subcontractor, or her workers or others while they are in her charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to her by the Manager and on completion of the services shall hand over the unused balance of the same to the Manager in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

Precaution During Progress of Services

During the execution of services, unless otherwise specified, the Contractor shall at her own cost provide the materials for and execute all services as is necessary for the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or assets or hindrance to other works / services.

Safety of Public

The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out, such persons as may, in the opinion of the Manager, be required to comply with regulations appertaining to the service.

Use of Explosives

No explosives shall be used for the services rendered or on the site by the Contractor.

Suspension of Services

The Contractor shall on the order of the Manager, suspend the progress of the services or any part thereof for such time or times and in such manner as the Manager may consider necessary, and shall during such suspension, properly protect and secure the work so far as is necessary in the opinion of the Manager.

If such suspension is –

- i. Provided for in the contract, or
- ii. Necessary for the proper execution of the services or by the reason of extraneous conditions or by some default on the part of the Contractor, and or
- iii. Necessary for the safety of the services or any part thereof

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

Suspension Lasting More Than 3 Months: If the progress of the services or any part thereof is suspended on the order of the Manager for more than three months at a time, the Contractor may serve a written notice on the Manager requiring permission within 15 days from the receipt thereof to proceed with the service or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the service as an omission of such part or where it affects the whole of the services, as an abandonment of the contract by the Railway.

Rates for Items of Services

The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for services duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications/ procedures specified in the contract document including drawings wherever applicable along with all labour, materials, tools, and plants etc.

Rates for Extra Items of Services: Any additional item of work carried out by the Contractor on the instructions of the Manager which is not included in the accepted Schedules of Rates shall be executed at the

rate agreed upon between the Manager and the Contractor before the execution of such items of work.

The Contractors shall be bound to notify the Manager at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved.

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

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

Clearance of Site on Completion

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Manager. No final payment in settlement of the accounts for the services shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected by her, and such clearance may be made by the Manager at the expense of the Contractor in the event of her failure to comply with this provision within 7 days after receiving notice to that effect.

Should it become necessary for the Manager to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal, there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Manager.

Digital Contract Labour Management System

As per GCC 2018 for service contract or its latest amendments.

Environmental Requirements

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Indian Railways environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

Data Protection:-

As per GCC 2018 for service contract or its latest amendments.

V. VARIATIONS AND PAYMENTS

Extension of Time

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

Extension Due to Modification

If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager to be reasonable in the circumstances, provided moreover that the Contractor shall be

responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

Extension for Delay Not Due to Railways or Contractor

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

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

Extension for Delay Due to Railways

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

Extension of Time for Delay Due to Contractor

The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5.1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week. For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5%. In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract.

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

Modification to Contract to be in Writing

In the event of any of the provisions of the contract requiring to be modified after the contract documents

have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no service shall proceed under such modifications until this has been done.

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

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

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

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

Variations in Quantities During Execution of Service Contracts

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

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

- (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
 6. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
 7. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
 8. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).
 - 9.

Claims

Monthly Statement of Claims

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

Signing Of "No Claim" Certificate

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

PAYMENTS

- i. No advance payment in any form shall be made to the Contractor.
 - ii. Contractor shall raise the bill monthly for the work attended by him. Sr.DEE/Chg/GHY&KYQ's representatives will certify the bills from the logbook for the purpose of verification of day to day work which will be jointly signed by the contractor/representative and representative of Sr.DEE/CHG/GHY&KYQ. ADEE/G/GHY will certify the bills and then it will be forwarded to Sr.DEE/CHG/GHY&KYQ for passing.
 - iii. The 100% payment to the contractor shall be made for actual quantity executed supported with proper certification of the official in-charge.
 - iii. Payment will be done by Sr.DFM/GHY.
 - iv. The amount of penalty if any will be deducted from the bills before payment.
 - v. GST as applicable will be levied
- Payment to the contractual labours:-
- i) The contractor shall credit the monthly wages of the labours to their respective bank account i.e. contractor will make payment to the labour in e-mode only and not on cash basis.
 - ii) Monthly salary statement of the labours duly acknowledge by them shall be submitted with Competent Railway Authority.

- iii) Salary to staff/s should be paid as per minimum wages for skilled labour of the Govt. of India along with admissible PF and ESI.

Price Variation Clause (PVC)

Not applicable to this contract as it is AMC.

VI. LABOUR LAWS AND RELATED OBLIGATIONS

Independent Contractor

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Railways or the Govt. of India/ State simply by virtue of work performed pursuant to this Contract.

To ensure compliance of labour laws in a service contract the bidder shall be disqualified for consideration of award of the bid if she/they have been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

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

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

- a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.
- b) 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.

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

Labour Law Awareness

The contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third Party agency for the awareness of labour laws, grievance redressal mechanism and other provisions applicable to her staff, workers, labour employed by her directly or indirectly in service of the Railways. The contractor must submit relevant documentary proof to Railways of having conducted such training to all workers. The contractor must provide a comprehensive booklet (that is approved by Indian Railways) containing all the relevant updated labour legislations, rules and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

While all the laws mentioned in **Clause 6.2** are applicable to labour.

Use of Intoxicants

The contractor or her staff or any labour employed through sub-contractors or petty contractors, shall be prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on site or near the site or in any of the trains, stations, buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of her/ his employees. The Contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

VII. DETERMINATION OF CONTRACT

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/ or 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.

Payment on Determination of Contract

Should the contract be determined under clause 7.1 and the Contractor claims payment for expenditure incurred by her 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 Manager. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

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 she might have derived from the execution of the work in full but which she did not derive in consequence of determination of contract.

Determination of Contract Owing to Default of Contractor

If the Contractor should –

- (a) Become bankrupt or insolvent, or
- (b) Make an arrangement with of assignment in favour of her creditors, or agree to carry out the contract under a Committee of Inspection of her creditors, or
- (c) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (d) Have an execution levied on her goods or property on the services, or
- (e) Assign the contract or any part thereof otherwise than as provided in Clause 4.5 of these Conditions, or
- (f) Abandon the contract, or
- (g) Persistently disregard the instructions of the Manager, or contravene any provisions of the contract, or

- (h) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (i) Have been imposed with maximum cumulative penalty as per Clause 4.17.1, or
- (j) Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials
- (k) have been condemned or rejected under Clause 4.25, 4.27 and 4.28 of these Conditions, or
- (l) Fail to take steps to employ competent or additional staff and labour as required under Clause 4.26 of the Conditions, or
- (m) Fail to afford the Manager or Manager's representative proper facilities for inspecting the services or any part thereof as required under Clause 4.29 of the GCC Conditions, or
- (n) Promise, offer or give any bribe, commission, gift or advantage either herself or through her partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway.
- (o) At any time after the Bid relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admits as one of its partners or employees under it, or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever, any retired officer of the Gazetted rank or any other retired Gazetted officer working before her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such officer, unless such officer has obtained permission from the President of India or any officer duly authorised by her in this behalf, to become a partner or a director or to take employment under the contract as the case may be, or
- (p) Fail to give at the time of submitting the said bid:
 - (i) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said Bid, or
 - (ii) The correct information as to such officers obtaining permission to take employment under the Contractor, or
 - (iii) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or
 - (iv) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or
 - (v) Being such a retired officer suppress and not disclose at the time of submitting the said Bid the fact of her being such a retired officer or make at the time of submitting the said Bid a wrong statement in relation to her obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

Then and in any of the said clause, the manger on behalf of the Railway may serve the Contractor with notices stipulated in the clauses 7.4.1, 7.4.2 & 7.4.3 of GCC 2018 of service contract.

Performance Notice

- (a) In the event of the above and in any of the said clauses, the Manager on behalf of the Railway may serve the Contractor with a Performance notice as per Annexure-XII of GCC 2018 of service contract in writing to the effect to make good the default as well as initiation of bidding process for the balance service.
- (b) Railways reserves the right to float a new tender and invite bids for the delivery of services to replace the contractor put on notice, from the date on which this notice is served. The existing contractor shall not be allowed to participate in any bid which includes delivery of balance services of subject contract. However, in case the existing contractor's performance has improved to the satisfaction of the Manager, then Railways may terminate the bid proceedings, at any stage of the bid process.
- (c) Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after the termination of the subject contract.
- (d) After the issue of this notice, the performance of contractor shall be assessed on a weekly basis by the manager. Manager after satisfied with the improvement in the performance of contractor may issue a letter of revocation of the performance notice as per annexure. If the performance is found unsatisfactory after the first

week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 7.4.2 of GCC 2018 of service contract.

Seven Days” Notice

After delivery of the performance notice to the contractor, if she does not proceed to make good her default and carry on the services or comply with such directions as aforesaid, to the entire satisfaction of the Manager, the Railway shall be entitled to serve 7 days’ notice as per Annexure-XIII of GCC 2018 of service contract, further in writing to either commence the service or improve quality of services to the prescribed standard. The failure to do so shall entail a termination notice being served under the hand of the Manager, to rescind the contract as a whole or in part or parts (as may be specified in such notice).

Termination Notice

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 7.4.3 of GCC 2018 of service contract, being adopted:

The Contractor shall have no claim to compensation for any loss sustained by her by reason of her having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the delivery of the services wherever applicable or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for the services wherever applicable thereto actually performed under the contract unless and until the Manager shall have certified the performance of such services wherever applicable and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

The Manager or the Manager's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the services wherever applicable 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 services wherever applicable or any part thereof until the completion of the services without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

The Manager 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 she 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 services then actually done by her under the contract and what was the value of any unused, or partially used materials, any tools and plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Manager should be released expeditiously.

VIII. SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES

Matters Finally Determined by the Railways

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 in Clauses 3.5, 4.13, 4.22.4, 4.41.1, 5.4.2, 5.5.2. (c), 6.5, 6.6, 6.7, 6.8, 7.1, 7.2, and 7.4 of General Conditions of Contract or in any Clause 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.

Demand for Arbitration

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 63 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.

- (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.
- (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 under Annexure XII of these conditions.

(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.

(b) The claimant shall submit his claim 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.

(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 thereafter, unless otherwise extension has been granted by Tribunal.

(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.

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

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.

Obligation During Pendency Of Arbitration

- a) 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.

Appointment of Arbitrator:

Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off.

- (a) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA 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 GM.
- (b) In cases not covered by the Clause 8.4.1 (a), the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG 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) empanelled 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 GM. 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. GM 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 SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off : The Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled 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 GM. 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. GM 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.

(a) : 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).

8.4.a.1 (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.

(c) Qualification of Arbitrator (s) (a) Serving Gazetted Railway Officers of not below JA Grade level. (b) Retired Railway Officers not below SA Grade level, three years 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. (ii) While appointing arbitrator(s) under Sub-Clause 8.4.1 (a), 8.4.1 (b) and 8.4.2 of GCC 2018, 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. 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.

(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 there from. (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. (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.

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.

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.

(a) 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 in the format given at Annexure II to these condition after/while referring these disputes to Arbitration. 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.

- (b) (i) Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time.
(ii) Arbitrator tribunal shall be entitled to 50% extra fee if Award is decided within six months.

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.

Jurisdiction of the Courts :

The courts of the place where the contract has been entered into by North East Frontier Railway i.e. court of Guwahati shall alone have the Jurisdiction to decide any dispute arising out of or in the respect of the contract.

9.0 GST :

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.
ii)	Tenderers will examine the various provisions of the Central Goods & 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 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.
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.
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.
(v)	GST will be applicable as per prevailing rate. However if Govt. imposed any change in GST during the currency of the contract, will be charged at the rate applicable at the time of billing.

10.0 Release of payment :

For the release of payment to the Contractor, details of his Bank Account is to submitted as under:

1	Name of the Bank	
2	Bank code	
3	Branch address	
	Branch Telephone / Fax No.	
4	PAN No.	
5	Account No	
6	Type of account	
7	IFSC code for NEFT	
8	IFSC code for MICR	
9	MICR code	

10	Name of account	
11	Telephone No. of supplier's / beneficiaries	

Employment of Engineering Graduates/ Diploma- Holders:

i) The contractor shall appoint one graduate engineer for supervision of CMC each at GHY & NGC Depot who shall also be responsible for GHY & NGC depots as per rule.

12.0 Escalation :

No escalation of rates on labour and materials shall apply for work under this contract within the validity of contract.

13.0 PAYMENT OF CONSERVANCY CESS:

As per the recent directive of Railway Board, —Conservancy Cess charges shall be recovered from the contractors monthly bills as follows:

Railway Contractors	Average No. of labourers/ workmen employed per day	Conservancy Cess charge to recovered (per month)
a) Engg. Works contractors (Engg., Elect., Mech., Signal etc.)	1 to 5	Rs. 159/-
	6 to 10	Rs. 312/-
	11 to 25	Rs. 785/-
b) Genl. Goods Handling Contractors including Contracts awarded by Stores Department	26 to 50	Rs. 1143/-
	51 to 100	Rs. 1534/-
	101 to 200	Rs. 1926/-
c) Coal Handling , Ash pit cleaning contractors	201 to 300	Rs. 2318/-
d) Railway siding use by the Contractors.	301 to 750	Rs. 2676/-
	751 to 1500	Rs. 5382/-
e) Contractors supplying water to engines	1501 to 3000	Rs. 10768/-
	3001 & over	Rs. 21508/-

14.0 The employees of contractor shall not be entitled for any facility as is being provided to Railway staff. The wages are to be paid as per the wages Act/notification issued by Government from time to time. It is the sole responsibility of contractor to observe and abide by the factory Act, Provision of Labour Act, Workman compensation Act, Provident fund Act, Minimum wages Act, Payment of wages Act, contribution towards EPF. Gratuity Act and other regulations framed by the Govt. and revised from time to time. Contractor shall keep a register for payment of wages once in a month.

15.0 The contractor is required to open separate PF account for its employee deployed in this work exclusively. The contractor shall be responsible for depositing Provident fund, ESI contribution and other statutory charges payable and shall attach documentary proof of having deposited the same along with the bill of next month. The amount deposited against these liabilities should be deposited on a separate challan only for manpower deployed in this work.

16.0 Mode of payment through Letter of Credit (LC):- (i) The bidder, at the time of bidding itself, shall exercise an option in writing, in favour of taking payment due against the said tender, through LC arrangement. (ii) The option so exercised, shall be an integral part of the bidder's offer. Option once exercised shall be final and no change shall be permitted, thereafter, during the course of execution of contract. (iii) The incidental cost towards issue of LC and operation thereof (LC operating charges, including bank charges for opening of LC) shall be borne by the supplier/contractor.

17.0 The Document of Authorization (format enclosed as Ann-1) of LC will be issued by Railway on claims preferred by supplier/contractor, for completed works/supply to enable them to claim the authorized amount from

their banker. **The Document of Authorization will** be issued against each bill submitted for payment by supplier/contractor, after exercising laid down checks as per **Railway's Codes & Manuals, in executive & accounts branches**. The status of claim could be viewed by the contractor in IREPS & IPAS.

This Tender document is governed as per terms & condition of GCC for service contract 2018.

18.0 The Details as per **ANNEXURE – “A” to “G”** to be submitted with supporting documents along-with tender.

This Tender document is governed as per terms & condition of GCC for service contract 2018.

SCHEDULE OF RATES AND QUANTITIES

Name of work: - Comprehensive Maintenance contract for RMPUs fitted in SG AC coaches of primary maintenance depot under GHY for a period of 02 year.

item	Description of Job	Cost of work	Reference
1	Schedule Maintenance of RMPU at primary maintenance depot of SG AC coaches at Coach Maintenance Depot under GHY.	Rs.81,52,493 /-	Sch-A
2	Replacement of Equipments for RMPU of conventional type SG AC Coaches.	Rs. 18,75,556/-	Sch-B
3	Replacement of conditional out of warranty equipments for RMPU of conventional type SG AC coaches	Rs. 27,54,973/-	Sch-C
	Total	Rs. 1,27,83,022/-	

In Words : (Rupees One Crore Twenty Seven Lakh Eighty Three Thousand and Twenty Two Only)

N.B:- The above rates are inclusive of GST@18%.

Sr. Divisional. Electrical Engineer
Chg/ GHY & KYQ , N. F. Railway

Schedule A :- Schedule Maintenance of RMPU at primary maintenance depot of SG AC coaches at Coach Maintenance Depot under GHY.					
1	Trip Schedule number of Coach months for out of warranty coaches for 02 years.(all consumables spares and associated jobs like brazing, leak testing along with all type of supply of refrigerant gas and vacuum pump required will be supplied by firm) (one number = 1 coach/month)	1063	Nos	4387	46,63,381/-
2	Monthly schedule number of coach months for out of warranty coaches for 02 years. (all consumables spares and associated jobs like brazing, leak testing along with all type of supply of refrigerant gas and vacuum pump required will be supplied by firm) (one number = 1 coach/month)	450	Nos	3130	14,08,500/-
3	IOH Schedule number of coach months for out of warranty coaches for 02 years. (all consumables spares and associated jobs like brazing, leak testing along with all type of supply of refrigerant gas and vacuum pump required will be supplied by firm) (one number = 1 coach with conventional 2 RMPU)	64	Nos	7300	4,67,200/-
4	POH schedule per AC coach (for Two Conventional type RMPU) at Dibrugarh/ New Bongaigaon workshop for 02 years. (including all accessories, topping up of gas, consumables as applicable.)	36	Nos	44817	16,13,412/-
Total					81,52,493/-
Schedule B : Replacement of Equipments for RMPU of conventional type SG AC Coaches.					
1	Supply, fitting, fixing and Replacement of defective scroll compressor Model ZR 61 KC TFD 522 or ZR 61 KCE TFD 522 suitable for R-22 or for R-407 C or as RDSO latest specification, duly removing the defective one, including all accessories job like N2 flushing, leak test, charging of refrigerant, moisture removal, brazing, pressure test including commissioning (All necessary items to be supplied by firm) (compressor supplied by Firm)	38	Nos	42,872	16,29,136/-
2	Fitting, fixing and commissioning of New Scroll Compressors model No ZR 61 KC TFD 522 or ZR 61 KCE TFD 522 suitable for R-22 or for R-407 C or as per RDSO latest specification duly removing the defective one , including all accessories like nitrogen flushing, moisture removal, leak testing, pressure test, Refrigerant charging, New strainer, capillary (2 , 4, 5, 6 or 8 way), dryer, copper pipes , mounting arrangement etc. (Compressor supplied	30	Nos	8,214	2,46,420/-

	by railways)				
Total					18,75,556/-
Schedule C: Replacement of conditional out of warranty equipments for RMPU of conventional type SG AC coaches.					
1	Supply and replacement of evaporator unit with new one (including provision of accessories , erection, testing and commissioning, as per field requirement)	5	Nos	45,485	2,27,425/-
2	Supply and replacement of blower motor with new one. (including provision of accessories)	30	Nos	15,859	4,75,770/-
3	Supply and replacement of condenser motor with new one. (including provision of accessories)	50	Nos	14,691	7,34,550/-
4	Supply and fitment of new electronic thermostat.	38	Nos	5591	2,12,458/-
5	Removal and replacement of new OHP cut out.	30	Nos	1973	59,190/-
6	Removal of defective heater bank stainless steel with fins & OHP & replacement with new one with proper insulated sleeve.	20	Nos	10289	2,05,780/-
7	Supply and replacement of 400VA control Transformer.	60	Nos	4935	2,96,100/-
8	Supply and replacement of Electronic time delay relay	50	Nos	5220	2,61,000/-
9	Removal and replacement of PVC cable 37 core plug socket complete set between panel to roof and roof to unit.	20	Nos	14135	2,82,700/-
Total					27,54,973/-
Grand Total (Part A + Part B + Part C)					1,27.83,022/-

NB:

1. Above rates are inclusive of GST.
2. All repair/supply of materials should conform to latest RDSO Specifications & SMIs etc
3. All items (new) supplied shall be guaranteed for one year or as per IRS condition which ever higher from the date of installation and all repaired items shall be guaranteed for six months from the date of installation.
4. Contractor has to make his own arrangements for loading /unloading of materials at site.
5. Warranty, GST certificates should be enclosed or incorporated in the bills prepared.
6. All items of Schedule-A- B & C should be first deposited in the custody of SSE concerned, which can be issued to the work site only after verification of its genuineness, inspection and testing. Copy of the receipt and issue register along with inspection and test certificate must be enclosed while sending bills for arranging payment. all released material should be submitted to concerned SSE.

❖ 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.

NOTE :-

- 1.0 Indian Railways Standards General Conditions of Contract-2018 (Service contract)” governing the performance of the works covered by this Tender “General Conditions of the Contract (Service contract)” as amended time to time.
- 2.0 In submitting this letter it would be deemed that the Tenderer has kept himself fully informed of the provisions of the General Conditions of the Contract (Service contract) including all corrections and amendments issued up to the date of Tender Notice.
- 3.0 Any changes in the General Conditions of the Contract (Service contract), issued by Rly. Board from time to time will applicable during the currency of contract.

I / WE OFFER TO DO THE ABOVE WORK (Strike out whichever is not applicable);

1. (AT PAR),
OR

2. (+)% (IN FIG.)
..... (IN WORDS) ABOVE,

OR
3. (-).....% (IN FIG.)
..... (IN WORDS) BELOW,

THE ASSESSED RATE OF EACH & EVERY ITEM OF SCHEDULE.
NB: If the difference occurred in between figure & words, whichever is lower shall be taken into consideration.

Signature of Tenderer

SECTION-2

SPECIAL CONDITION OF THE CONTRACT, SCOPE AND ACTIVITIES FOR : Comprehensive maintenance contract of RMPU SG AC Coaches at primary maintenance depot under GHY for 2 years.

1.0 General :

The contract is intended for execution of Comprehensive maintenance contract for RMPUs fitted in SGAC coaches in primary maintenance depot, under GHY for 2 years. The details of the agreed rates, terms and conditions of the contract and details of the trains to be maintained by the firm depot-wise are given hereunder.

2.0 Place of work :

The contract is applicable for the execution of Comprehensive Maintenance Contract for RMPUs in Primary Maintenance depots under GHY & NGC for Two year and secondary maintenance depots as the case may be. POH Schedule of the primary maintenance coaches will be executed at DBRG & NBQ Workshops. However breakdown attention at secondary depots will be required only under exceptional circumstances. Following are the secondary maintenance depots as far as the contract is concerned GKP, NHLN, DBRG and at any other stations over Indian Railways where new trains (including summer/festival/election special) being introduced from time to time.

In case of emergency, failures are also to be attended at other stations on Indian Railways.

4.0 Authority for Operation of Contract :

The contract will be awarded for operation by N F Railway Division / Base depots as indicated above. The depot-wise nominated officers who shall be responsible for supervision of the works and for verification of the bills for payment are as under:

<u>Base Depot</u>	<u>Nominated Officer for Supervision of the Work</u>	<u>Controlling Divisional Officer</u>
GHY-NGC	ADEE/G/GHY	Sr. Divisional Electrical Engineer/Chg/GHY&KYQ N.F.Railway , Guwahati.
DBWS	Asstt. Electrical Engineer/ DBWS	Dy. Chief Electrical Engineer/DBWS
NBQS	Asstt. Electrical Engineer /NBQS	Dy. Chief Electrical Engineer/NBQS

- A. Whenever AC Coaches i.e. RMPUs are transferred from other Railways to N.F. Rly. these coaches shall jointly inspected by CMC holder, Depot In - Charge & ADEE/DEE of division and joint report made which will be under CMC. In such cases deficiency if any shall be made good by the CMC holder and payment shall be made as per Schedule. In case of accident etc., the damaged equipments of RMPU shall be made good by CMC holder & payment shall be made as above.
- B. The released materials in such cases shall belong to Railway Administration and concerned depot in-charge shall ensure the correctness of its accountal.
- C. Handing over of the AC coach: Similarly on expiring running CMC, the CMC holder shall handover all the equipment in RMPU in good working condition to the incumbent CMC holder. The coach is to be jointly inspected by Depot In- Charge & CMC holders (Incoming & out going). Deficiencies/defects if any noticed shall be made good by the outgoing CMC holder or suitable amount shall be recovered as per Schedule from bills/deposits of the CMC holder.
- D. Whenever coaches are transferred from other Railways to N.F. Rly. these coaches shall jointly inspected by AMC holder, Depot In - Charge & ADEE/DEE of division and joint report must be made which will be under AMC. In such cases deficiency if any shall be fulfilled by the AMC holder and payment shall be made as per Schedule. In case of accident etc., the damaged equipments of RMPU shall be made good by AMC holder & payment shall be made as above. Similarly on expiring running AMC, the AMC holder shall handover all the equipment in RMPU in good working condition to the incumbent AMC holder. The coach is to be jointly inspected by Depot in- Charge & AMC holders (Incoming & out going). Deficiencies/defects if any noticed shall be made good by the outgoing AMC holder or suitable amount shall be recovered as per rate of Schedule from bills/deposits of the AMC holder.
- E. The released materials in these cases shall belong to Railway Administration and concerned depot in charge shall ensure the correctness of its accountable.
- F. In the event of the failure of the coach at station other than base maintenance station of the coach, the intimation from any of the Railway official concerned will be given to the Contractors nearest regional office (list of services centers with addresses etc., should be given by the Contractor) who shall attend

the break down call. The certificate of such maintenance shall, however, be issued by the concerned Divisional Railway Officer, Supervisor of local Railway or concerned AC coach in-charge.

G. Notwithstanding the above, the performance of the entire RMPU shall conform to the latest RDSO specifications, SMIs etc., for the RMPUs.

H. For any loss of Railway Property Caused by or due to negligence of Contractor/Contractual Staff, the actual cost of loss will be recovered from Contractor.

Contractor will station their dedicated staff at the primary maintenance depot Guwahati. If number of coach holding is minimum 10 or more, contractor will station their dedicated staff at that depot as per coach holding. In case, the number of coaches be less than 10, the maintenance schedule will be carried out by their staff stationed at nearest depot.

The Contractor will depute their staff at the secondary maintenance depot for attending the complaints from their nearest depot in case they will receive complaint in writing from the Foreign / N. F. Railway. In this case, no penalty will be applicable on delay. Traveling time has to be allowed for their technician to attend the complaint from nearest depot. Firm should intimate N. F. Railway regarding their ongoing AMCs / CMCs over the Indian Railways so that the escorting staff can report to the Secondary depots for early rectification of the faults arise en-route.

5. For SG RMPU AC Coaches:-

- A. The contract shall be comprehensive in nature where in Trip, Monthly, IOH & POH schedules has to be carried out as per RDSO maintenance schedule circulated vide No. EL/7.2.2 dated 29.10.2009 with latest amendments. (with latest amendments) for trouble free services of complete Conventional type RMPUs fitted in warranty and out of warranty of SG AC coaches.
- B. The trip, monthly, IOH & POH schedules have been prepared based on the schedules circulated by RDSO. The copy of the modified schedule is placed at scope of work. In addition, the Contractor as and when necessitated by Railway shall also attend breakdown calls for all the under warranty coaches. The Contractor will replace all defective parts including compressors (supplied by both Contractor and Railways) for satisfactory operation of the unit free of cost.
- C. Railways are using R – 22 & R – 407c refrigerant in RMPUs. The CMC holder shall use the same refrigerant as available in the RMPU & sufficient stock to be maintained. As development is continuous process the CMC holder shall procure any new refrigerant as may be required and use in RMPUs.
- D. The contractor shall ensure effective cooling in the coach, by checking for non condensable gases in the system. The system is to be purged once in a year before on set of summer and liquid refrigerant charged, till suction line is sweating and compressor draws rated current.
- E. The LED indication lamp unit in the control panel should be kept in working condition and should be replaced as and when defective.
- F. The staff to be stationed for CMC in the depots shall be approximately 0.2 men/ depot holding of AC coaches. However a minimum of 2 men per rake for maintenance shall be kept where holding is less. The staff should have a good physical and mental condition. He should not be suffering from any contagious disease. He should be well behaved and should have presentable appearance. Awareness of English / Hindi language is necessary. Minimum qualification of the technical staff should be ITI qualification in Air conditioning or electrician trade or equivalent.
- G. The staff to be stationed for POH activity in the workshops shall approximately 0.75 men per Coach Overhauled (minimum). The staff should have a good physical and mental condition. He should not be suffering from any contagious disease. He should be well behaved and should have presentable appearance. Awareness of English / Hindi language is necessary. Minimum qualification of the technical staff should be ITI qualification in Air conditioning or electrician trade or equivalent .
- H. Refrigerant shall be procured from OEMs in 10 Kg sealed cylinders for R – 22 & R – 407c.
- I. The contractor shall carry out modifications to RMPU as advised by RDSO/ Rly. Board from time to time.
- J. Jointing of cables is not permitted. Whenever power/control cables are damaged, the full length piece has to be replaced with same size of cable.
- K. All the materials used shall be of approved makes & procured from RDSO approved sources issued by RDSO from time to time.
- L. All the safety equipments available in RMPU should always be kept in good working condition. Bypassing of these equipments shall not be permitted.
- M. The Fresh Air Filters and Return Air Filters are to be supplied and fitted by the firm shall bear the date of fitment engraved on them.
- N. All the repaired equipments provided as per schedule items should be given with six-month warranty after installation.

- O. Contractor have to attend and rectify all roof leakage cases along with all requisite materials as per advise of SSE/TL&AC/GHY, NGC.

5.1. Time allotted for trip, regular and POH schedules :

The following time schedules for different type of maintenance activities have been provided under scope of maintenance.

- a) Trip Attention : 5 Hours.
- b) Monthly Schedule : 4 Hours.
- d) IOH Schedule: 24 Hours after placement in Sickline.
- e) POH Schedule: Shall be done immediately after unloading the RMPU and kept ready for loading as and when the coach is programmed for out turn.

5.2 During POH at Dibrugarh/New-Bongaigaon Workshop, all the must change items should be replaced as mentioned in schedule of scope of work, including the bearings of Condenser / blower motor.

5.3 As per RDSO schedule, fresh air and return air filters are a must change item during POH. However, if these are required to be replaced during IOH on condition basis, the contractor shall replace these filters.

5.4. Whenever coaches are transferred from other Railways to N.F. Rly. these coaches shall jointly inspected by CMC holder, Depot In - Charge & ADEE/DEE of division and joint report made which will be under CMC. In such cases deficiency if any shall be made good by the CMC holder and payment shall be made as per Schedule In case of accident etc., the damaged equipments of RMPU shall be made good by CMC holder & payment shall be made as above.

5.5. The released materials in such these cases shall belong to Railway Administration and concerned depot in charge shall ensure the correctness of its accountal.

5.6 Handing over of the coaches:

Similarly on expiring running CMC, the CMC holder shall handover all the equipment in RMPU in good working condition to the incumbent CMC holder. The coach is to be jointly inspected by Depot In- Charge & CMC holders (Incoming & out going). Deficiencies/defects if any noticed shall be made good by the outgoing CMC holder or suitable amount shall be recovered as per Schedule from bills/deposits of the CMC holder.

5.7 In the event of the failure of the coach at station other than base maintenance station of the coach, the intimation from any of the Railway official concerned will be given to the Contractors nearest regional office (list of services centers with addresses etc., should be given by the Contractor) who shall attend the break down call. The certificate of such maintenance shall, however, be issued by the concerned Divisional Railway Officer, Supervisor of local Railway or concerned AC coach in-charge. The maintenance of such coaches shall be at any of the outstations mentioned below:

- a) GKP, NHLN, DBRG
 - b) Any other stations on Indian Railway between which trains with primary at GHY,NGC are being run.
- 5.8 Comprehensive maintenance contract (CMC) will not cover the failure due to extraneous factors such as fire, accident, explosion, flood, theft and other acts of God. Notwithstanding the above, the performance of the entire RMPU shall conform to the latest RDSO specifications, SMIs etc., for the RMPUs.

6. Responsibilities of parties :

Following are the responsibility of the Contractor and Railways.

6.1 Contractor :

- i) The Contractor is considered to be fully equipped with required manpower and technical knowhow along with the latest technological up gradation and developments in the field. During the period of contract if it is considered to change the design / component layout or rating of the components, the Contractor shall carry out necessary changes without any additional cost.
- ii) The maintenance/repair shall be carried out when the rake/coach is placed in pit line/sick-line at any given time and schedule maintenance shall complete within the stipulated time.
- iii) The Contractor shall attend the coach on its arrival at base station automatically. This shall be the responsibility of the Contractor to locate the coach on the station, on arrival of the train.
- iv) The nominated service engineer or his staff shall observe all safety and security rules prevailing at the place of the work.
- v) Railway administration will not take any responsibility to pay compensation towards loss of materials and personal injuries to Contractor's staff.
- vi) The Contractor shall depute their qualified service engineers for round the clock duties at each base stations where the coaches are maintained and attend to for trouble free services.
- vii) All the works including checks shall be carried in stable condition on the platform / sick line / washing line / AC shed / IOH Shed or the place earmarked separately at the base station / outstations within 20 KMs. of these stations.
- ix) The Contractors staff working with the Railway installations / coaches should be covered under group insurance scheme / ESIC.

- xi) The contractor shall comply with the provision of EPF & MP ACT. 1952.
- xii) Certificate of no. of Labour engaged for the work done for in the coaches during for trip, IOH & POH schedule should be furnished along with the bills.
- xiii) Necessary Photo identity cards shall be issued to the staff by the contractor which shall be signed jointly by contractor & railway officer.
- xiv) Contractor has to submit failure analysis report to Nodal officer once in three months duly counter signed by Nominated Supervisor and Nominated officer of the concerned Divisions.
- xv) Frequent changes of staff should not be done and staff should wear proper uniform and should carry Authorized Identity Card in the Railway premises.
- xvi) Before appointing the staff, contractor should check thoroughly their character and antecedents of the person.
- xvii) The must change items shall be replaced during POH to keep RMPUs in healthy and trouble free working condition, as per RDSO schedule.

6.2 Railways:

The Railway shall provide the following facilities for the Contractor:

- i) The necessary space for the office of the Contractor's staff attending round the clock duties, the storage space for spares, equipment, consumables and other accessories shall be provided by the Railways at the nearest possible point of the site at depots & at workshops. The above space shall be provided free of cost to the Contractor.
- ii) The Electricity and water connection shall be provided free of cost as required for coach maintenance.
- iii) The Contractor shall be allowed to use the EOT cranes to load and un load the RMPUs in the trolleys in depots as well as in workshops.
- iv) Operating of EOT cranes shall be done by Railway personnel.
- v) For internal transport of RMPUs i.e. in railway premises/within workshop railway trolley can be used.
- vi) The Railway authority shall permit the Contractor to take out the defective parts or sub-assembly of AC package unit to the manufacturer workshops as decided by the Contractor in joint inspection with the nominated officer as per conditions mutually agreed upon.
- vii) The Railway shall maintain the details of the coach including the coach number covered under the maintenance contract for the reference of both the parties. They should also maintain the registers indication the details of the coach nos. and work undertaken for trip, monthly, IOH & POH Schedules activity.
- viii) All the scheduled activities under POH shall be done as per standard schedule laid down by RDSO vide letter No. EL/7.2.2 dated 29.10.2009 with latest amendments.
- ix) In case any en-route observation is to be made on the functioning of the RMPU, necessary authority letter shall be issued to the Contractor's service engineer by the nominated supervisor / Officer In-Charge. However this letter is not a travel authority & the service engineer has to travel only with a valid ticket.
- x) Nominated Supervisor and Office in-charge should strictly follow:
 - a. Terms and Conditions of contract.
 - b. Certification on the bills preferred by the Contractor for the work done as per the clause (Payments clause) of General Conditions of the Contract.
 - c. Receipt and issues statement for material procured i.e. out of warranty compressors and list of items towards handing over deficiencies should be maintained separately.
 - d. All the service certificates such as Trip, monthly, IOH schedules & POH shall be maintained by contractor separately (In triplicate) and got signed jointly by Rlys. and contractor immediately after completion of the work.
 - e. After POH of RMPU & testing the schedules of work done shall be prepared by contractor and signed jointly by ADEE/workshop and contractor.
 - f. The formats of proforma for Trip, monthly, IOH schedules & POH will be issued by Rlys & contractor shall print them in books (in triplicate).

Name of the equipment	Make/S. No.	Date of supply	Reported date	Attended date	Reason for failure	Findings of investigation	Measures taken	Remarks

7.0 Ownership of Rejected / Old Components :

The ownership of defective components/parts i.e compressors, Fresh air and return air filters and items released & operated while handing over deficiencies as per Schedule shall be handed over to Rly.

8.0 Penalties :

i) Any delay by the Contractor in completing the Trip maintenance / Monthly maintenance which will result in late start/ late release from pit from the primary maintenance station. Therefore, Railway will recover from the Contractor, damages not less than Rs.1000/- (Rs. One thousand only) for every late start of train.

ii) Coaches which have been marked sick on account of RMPU & its associated control panel attention, should be released within 24 Hrs after placement in sick line/Shed failing which a penalty of Rs. 500/- (Rupees five hundreds) for every six hours beyond 24 hours shall be recovered from the contractor bill.

iii) Any incidence of the failure of the AC coach is established due to RMPU & its associated control panel and if the coach is declared NON-AC by the Railways during its run while carrying passengers, Railway will recover from the Contractor, damages and not by way of penalty, a token sum of Rs. 20,000/- (Rupees Twenty Thousand only) for each incidence of Certified Full Coach NON AC / Partial NON AC (CNAC).

iv) Any incidence of the failure of the AC coach is established due to RMPU & its associated control panel and if the coach lost punctuality during its run while carrying passengers, Railway will recover from the Contractor, damages and not by way of penalty, a token sum of Rs. 5,000/- (Rupees five thousands only) for each incidence of Loss of Punctuality Case.

v) Any incidence of the failure of the AC coach is established due to RMPU & its associated control panel and the coach is detached either in en-route or at secondary depot Railway will recover from the Contractor, damages and not by way of penalty, a token sum of Rs. 30,000/- (Rupees thirty thousands only) for each incidence of detachment of AC coach.

The damages would be worked out on a case to case basis depending on the merits and after establishing reasonably beyond doubt that the CNAC, Loss of Punctuality & Detachment of AC Coach had occurred entirely due to lapse of the contractor.

vi) If any equipment of RMPU and its associated panel in AC Coach fails to perform its function in service, Unsatisfactory Work after trip/monthly/IOH & POH attention from primary depot, Railway will recover from the Contractor, damages and not by way of penalty, a token sum of Rs. 1000/- (Rupees One Thousand only) for each failed equipment.

vii) If any equipment is found bypassed/isolated condition during inspection after trip /monthly/ IOH / POH or of non approved sources (RDSO approved or OEM without written permission from the Railways) or Railway will recover from the Contractor, damages and not by way of penalty, a token sum of Rs. 1000/- (Rupees One thousand) for each bypassed/isolated equipment or of non approved sources.

viii) For delay in POH i.e. 72 hrs. failing which Railway will recover from the Contractor, damages and not by way of penalty, a token sum of Rs. 2000/- (Two thousand) per day beyond 72 hours.

ix) For missing of any trip schedule, no payment for that particular trip attention & 50% of trip attention shall be recovered from the contractor bill.

x) For missing of monthly attention / IOH schedule / POH schedule, no payment for monthly attention / IOH & POH schedule and 50% of the monthly attention / IOH schedule / POH schedule shall be recovered from the contractor bill.

xi) Any incidence of the failure of the AC coach is established due to RMPU & its associated control panel within 100 days of POH Schedule Maintenance , a penalty of 10,000 will be imposed.

xii) For not adhering to any Tender conditions, a penalty of 1000/- will be imposed per each instance.

The above incidence of failure, however, does not include damage caused by the extraneous factors.

9.Records to be maintained by the nominated Divisional officer :

i) The coach for whom the preventive maintenance is not carried out during any monthly terms shall not be entitled for the payment for that monthly term. The nominated Railway officer shall ensure the availability of the coaches to the firm for such preventive maintenances as per the mutually agreed schedule. In case of the coaches which does not touch any base maintenance stations of NF railway due to any circumstances (e.g. Transfer of coaches to other Railways, accident etc), the nominated divisional officer shall inform such cases to the firm in writing.)

ii)The concerned SSE/IC shall keep the register / record for the previous bill paid for each coach to avoid duplicity of payment at any time.

All the depot in-charges shall maintain work done register up-to-date. The depot-wise nominated officers who shall be responsible for supervision of the works and for verification of the bills for payment are as under:

<u>Base Depot</u>	<u>Nominated Officer for Supervision of the Work</u>	<u>Controlling Divisional Officer</u>
GHY & NGC	ADEE/G/GHY	Sr. Divisional Electrical Engineers/Chg/ GHY & KYQ
DBWS	Asstt. Electrical Engineer / DBWS	Dy. Chief Electrical Engineer/DBWS
NBQS	Asstt. Electrical Engineer / NBQS	Dy. Chief Electrical Engineer/NBQS

10. GAURANTEE/WARRANTY PERIOD:- All items supplied shall be guaranteed for one year or as per IRS condition which ever higher from the date of erection and all repaired items shall be guaranteed for six months from the date of erection.

11.0 SCHEDULES FOR MAINTENANCE OF RMPUs :-

(Maintenance work is to be done as per RDSO Spec. with latest amendments.)

(MAINTENANCE SCHEDULES FOR RMPU & ITS ASSOCIATED CONTROL PANEL FOR CONVENTIONAL TYPE AC COACHES)

All breakdowns have to be attended immediately i.e. irrespective of the periodic schedules mentioned below					
S. N	Activity	Trip	Monthly	IOH	POH
a)	Check the log sheet maintained in each AC coach and attained the defects recorded by escorting staff during run.	√	√	√	√
b)	Clean dust by vacuum / (paint brush / cloth and blower to scrub out the dust followed by vacuum cleaning) / dry compressed air/air blower from the panel and tighten the cable terminals, if found loose.	√	√	√	√
c)	Check all the safety & protection devices are in working condition and not in by passed condition.	√	√	√	√
d)	Replace defective/ by passed components including indication LEDs and lamps.	√	√	√	√
e)	Remove fresh and return air filter by opening the access doors of the unit. After taking out the filters, clean these filters with air blower along with a brush of soft bristles with a water tub underneath to trap the dust flying out of the filter. Place them gently in their place or replace with pre-cleaned/new filter and close the doors properly. A cleaning jig should be made available with AMC holder/Railways for this activity.	√	√	To be replaced (on condition basis during IOH)	To be replaced during POH
f)	Check the working RMPU in conjunction with control panel Status of blower and condenser motor to be judged by running for any abnormality. Switch 'ON' RSW-1 and check all three pilot lamps (Red, Yellow & Blue) for RYB phases and power 'ON' indicating LED (Green) are glowing. Put RSW-2 in 'ON' position and keep RSW-3 in 'VENT' position and check that: Green colour indicating light for blower 'ON' is glowing and Blower fan is working.	√	√	√	√
g)	Check the satisfactory operation of vane relay by stopping the return air flow.	√	√	√	√
h)	Check the satisfactory operation of RMPU by moving RSW-3	√	√	√	√

	in AUTO, MANUAL COOLING mode. This can also be verified from indicating LEDs (Green Colour)				
i)	Check the cooling system is working with one condenser fan. This can be done. simply by switching off MCB2 or MCB3. Reasonable cooling effect to be verified at the first diffuser by running the plant for 10 mins.	√	√	√	√
j)	Check working of both RMPUs with either of the inverter on SGAC coaches provided with two package unit. (when working on single inverter, only one compressor of each RMPU to be switched ON)	-	√	√	√
k)	Check Electronic thermostat works properly i.e. AC system "Cut off" & "Cut in" in Auto mode. During IOH,POH - Also check accuracy of ETS by comparing with a standard thermometer placed in the return air path. If error is greater than 0.5 deg C, replace the ETS and recalibrate the erratic ETS.	√	√	√	√
l)	Check the setting of time delay relay. As soon as power supply switched 'ON', first compressor should come in circuit after 2 minutes and second compressor after 30 seconds of starting of first compressor. (Ensure provision of electronic time delay relay as per RDSO specification of approved make)	-	√	√	√
m)	Check the tripping of heaters i.e. OHP1 & OHP2. To assess the tripping of OHP1 & OHP2, put RSW-3 on 'MANUAL HEATING' position with blower fan 'OFF' along with the insertion of the loop to allow heating in manual mode. (Note: The loop removed for isolation of "manual heating" can be reinserted for the duration of checking and removed again). The heaters should trip within 5 minutes. NOTE : This activity shall be done as winter related precaution from 15 th Oct to 15 th March and twice a year in the rest of the year.	√	√	√	√
n)	Check that compressor by pass switch RSW-5 is working satisfactorily. It shall be done simply by moving RSW-5 at various position. The respective LED shall glow.	√	√	√	√
o)	Check the tripping of compressor from high pressure and low pressure as under: HP 1 & HP2 Switch 'ON' the compressor with condenser fan motor 'OFF' from its MCB2 & MCB3. Keep the unit in run condition in manual cooling mode. The compressor shall trip within 10 minutes from high pressure and HP1 trip & HP2 trip indicating LED will glow. High pressure (HP) cut out switch should be reset after each tripping. Re-setting of the HP cutout shall be done manually. However, during POH, ensure that HP setting is 400-430 psig with the help of calibrated pressure gauge. LP1 & LP2. Switch 'ON' the compressor with blower fan OFF' from its MCB. Keep the unit in run condition in manual cooling mode. The compressor should trip within 10 minutes from low pressure and LP1 trip & LP2 trip indicating LEDs will glow. Low pressure (LP) cut out switch should automatically be reset after each tripping. However, during POH, ensure that LP setting is 30-40 psi with the help of calibrated pressure gauge.	-	√	√	√

p)	Run the plant for 15 minutes and check the current drawn by various equipments with the help of clamp tester (tongue tester) duly calibrated. Normal currents for various equipments and mode of operation are as under : Package unit in cooling mode : 20 – 23 Amps Compressor : 07 - 10 Amps Condenser fan motor : 1.5 – 2.1 Amps Blower motor : 1.5 – 2.5 Amps Package unit in heating mode : 7.0 – 11 Amps	-	√	√	√
q)	Check visually condenser Fan blade and ensure there is no crack on the blade or hub. Verify that the direction of rotation of condenser fans is correct.	√	√	√	√
r)	Check and tighten mounting of blower, compressor and condenser motors and ensure that it is in good condition.	-	√	√	√
s)	Ensure that capillary tubes are not in hanging position.	-	√	√	√
t)	Check capillary tubes provided for HP/LP cutout for proper support/clamping. Their nuts should be properly tightened.	-	-	√	√
u)	Check for proper tightening of cover provided over evaporator compartment.	-	-	√	√
v)	Check that the glass cover over indication PCB is intact.	-	-	√	√
w)	Check earthing shunts in control panel as well as in RMPU are provided. Earthing shunt should be earthed with coach body. In case the shunts are covered, earthing continuity to be tested with continuity tester.	-	-	√	To be replaced during POH on condition basis
x)	Check canvas duct provided at return & supply air. Rectify or replace the same, if defective.	-	-	√	To be replaced with new during POH
y)	Run the plant in cooling mode and check that the condensate water from the drip tray is easily drained out. Clean the drain pipe if needed.	-	√	√	√
	Thorough checking of condensed / rainwater tray including leveling, periphery, outlet pocket & pipe. In case surrounding paste is dry and brittle, re-pasting to be done.	-	-	√	√
z)	Check solid anti-vibration mountings of compressors, condenser motors, blower motor and over all package unit and replace if required.	-	-	√	AVM for over all package unit to be replaced on condition basis
aa)	If less cooling is noticed – (i) Check the leakage of refrigerant from the system by soap solution or leak detector. If leak is detected, it should be attended and re-charging of refrigerant in the system shall be done as per RDSO SMI No. ELPS/AC/SM1/14. (ii) Checking of suction pressure of compressor by providing external LP gauge adjacent to LP cutout on the suction line to be used for verification. (iii) Less cooling and no leakages indicate that the reason for inferior cooling might be due to filter choking, condenser coil choking, obstruction in air flow etc. Gas top up should be resorted to on leak detection and when all other reasons are ruled out.	√	√	√	√
ab)	Check insulation resistance of all the motors & compressors by duly calibrated 500 V megger. Attend the motors, if insulation resistance of motor is less than 2 M ohm. It may be	-	-	√	√

	done from the control panel. IMPORTANT : Disconnect LED indication, modified PCB of thermostat & indication, light connection during this activity.				
ac)	Check for physically damaged/jointed cable. Replace if needed.	-	-	√	√
ad)	Check for physically damaged conduit. Replace if needed.	-	-	√	To be replaced during POH.
ae)	Checking and securing fixing arrangement of cover of RMPU with roof including MS strip, fixing screws, by threaded stud etc.	-	√	√	√
2.0	Refrigerant pipe line/capillary checks:				
a)	Proper clamping/support	-	-	√	√
b)	Rubbing of capillary with SS sheet/channel or other parts of RMPU (clearance to be ensured between capillary & SS sheet)	-	-	√	√
c)	Leakage from flare nut of HP/LP cutouts with soap solution.	-	√	√	√
d)	Leakage from Feeler tube of OHP.	-	-	√	√
e)	Strainer / Capillary / Catchall filter and oil separator if required on condition basis) to be replaced by new one while changing compressor / condenser / evaporator / attending refrigerant choke up (SMI No. RDSO/PE/SMI/AC/0038 (Rev-"O") – 2007 to be followed.	√	√	√	√
f)	Fire retardant Rubber packing for support of refrigerant pipeline to be replaced in every POH	-	-	-	√
g)	Insulation over suction pipeline wherever available to be replaced on condition basis	-	-	-	√
3.0	Compressors checks				
a)	Holding clamps from top properly tightened.	-	√	√	√
b)	Mounting fasteners properly tightened.	-	√	√	√
c)	Leakage from suction & discharge port.	-	√	√	√
d)	Accumulator holding/mounting.	-	√	√	√
e)	Condensing area covers are properly tightened & not touching top of compressor body.	-	√	√	√
f)	Electrical terminal box is properly tightened and cables are terminated with lugs.	-	√	√	√
g)	Defective compressors to be replaced as per RDSO RDSO/PE/SMI/AC/0038 (REV.0)-2007. Maneurop compressors to be replaced by approved model of scroll compressors. During replacement of maneurop compressor by scroll, the refrigerant pipe line has to be replaced.	√	√	√	√
4.0	CONDENSER FANS MOTOR/BLADES AND BLOWER MOTOR/IMPELLER CHECKS:				
a)	Mounting fasteners properly tightened.	-	-	√	√
b)	Electrical terminal box of motors is properly tightened & cables are terminated with lugs.	-	-	√	√
c)	Double earthing shunts are provided.	-	-	√	To be replaced during POH on condition basis
d)	Water deflector of condenser motor (wherever provided) to be checked and replaced if found damaged/missing. (Water deflector is the rubber pad to prevent rainwater ingress from top)	-	-	√	√
e)	Blade conditions for its fixing / cracking / breakage / damage or touching with its cover, Rectify, if needed.	-	√	√	√
f)	Ensure proper clamping of cable conduit.	-	-	√	√

g)	Replace SS blades by FRP blades of condenser fans.	-	-	√	√
h)	Check normal running of the motor.	-	-	√	√
i)	<p>Overhauling of Blower and condenser fan motors shall includes the following during POH:-</p> <p>The incoming motors shall be checked for abnormal noise and vibration</p> <p>Check bearing make and replace with specified make, if defective</p> <p>The IR value of Motor stator shall be measured between motor terminal and frame before and after overhauling. The value of IR shall not be less than 10 M Ω, when measured with 1000 volt megger</p> <p>. Winding resistance of motors shall be measured between RY, YB & BR phases. The winding resistance shall be +10% of resistance declared by OEM in cold condition.</p> <p>Perform HV (Di-electric test) on stator by applying 1.5 KV AC supply for one minute. During test the leakage current shall also be measured, which shall not be less than 1.0 mA.</p> <p>Check closely terminal block and connecting lead for any physical damage or any flash mark over it. Replace that same, if not satisfactory.</p> <p>* Run motor on no load for 15 minutes and check the following :-</p> <p>i) Bearing noise – Normal noise.</p> <p>ii) Bearing temperature rise above ambient – 10°C</p> <p>iii) SPM reading – 20dBN max (Green Zone).</p> <p>Measure starting current of motors on no load. It shall not be more than 10 times of normal running current. Similarly, the running current of motors shall be measured and it shall not be more than 1.4 A</p> <p>* Spray water over running motor by jet having 10 mm dia. from all side. After spray check IR value. There should be no fall of IR value</p>	-	-	-	√
j)	Ensure that stainless steel braided rope is provided to avoid falling of motor. Any kind of sleeve over rope shall not be used.	-	-	√	√
k)	Ensure that impellers are properly tightened.	-	√	√	√
l)	Electrical terminal box is properly tightened and cables are terminated with lugs.	-	-	√	√
5.	EVAPORATOR COMPARTMENT:				
5.1	Return / Fresh air filters :				
a)	Ensure that filters are not physical damaged.	√	√	√	√
b)	Ensure that there is provision to avoid wrong fitment in the filter as well as in RMPU.	-	-	-	√
c)	Ensure that the locking arrangement for fresh / return air filters is all right.	-	√	√	√
5.2	HP/LP/OHP cutout switch:				
a)	Check that the mounting fasteners are properly tightened.	-	√	√	√
b)	Ensure proper clamping/support of capillary tube connected to HP/LP/OHP cutout switch.	-	√	√	√
c)	Ensure the flare nuts are properly tightened.	-	√	√	√
d)	Ensure control wire to HP/LP/OHP cutout switches are properly clamped.	-	√	√	√
e)	Ensure the covers of these HP/LP/OHP cutout switches are properly screwed.	√	√	√	√
f)	Ensure proper clamping of feeler tube of OHP switch.	-	√	√	√
g)	Remove the accumulated dust over feeler tube of OHP switch.	-	√	√	√

h)	Check the gasket of the access doors for leakage. Replace, if required.	√	√	√	To be replaced during POH
5.3	Heater :				
a)	Ensure proper mounting of heater	-	√	√	√
b)	Ensure proper clamping of electrical wire to heater.	-	√	√	√
5.4	Thermostat/Vane relay :				
a)	Ensure there is no breakage of its mounting bracket.	-	√	√	√
b)	Ensure control wires are properly clamped.	-	√	√	√
c)	Remove dust accumulated over thermostat bulb of mercury in glass thermostat/sensor of electronic thermostat gently.	-	√	√	√
d)	Ensure there is no breakage to vane relay flapper and its micro switch is working by stopping the air flow through return air opening with the help of cardboard.	√	√	√	√
e)	Vane relays to be replaced on condition basis	√	√	√	√
f)	Sensor for electronic thermostat to be replaced on condition basis.	√	√	√	√
5.5	Evaporator coil :				
a)	Ensure there is no damage to fins.	-	-	√	√
b)	Ensure sharp less bend of capillaries and properly clamped.	-	-	√	√
c)	Ensure there is no air by passed.	-	-	√	√
d)	Clean the coil and wire mesh between evaporator & heater with compressed air.	-	-	√	√
e)	Check that the mounting fasteners are properly tightened.	-	-	√	√
f)	Ensure that the filler bulb of expansion valve is properly clamped and insulated.	-	√	√	√
5.6	Access doors:				
a)	Ensure its proper locking & gasket.	√	√	√	√
5.7	Drip tray				
a)	Ensure U-trap/cups are provided at free end of drainage pipe.	-	√	√	√
b)	Checking & cleaning	-	√	√	√
5.8	Cover of evaporator compartment:				
a)	Ensure there is no water ingress inside the evaporator compartment or air leakage from the evaporator compartment. It shall be checked by running the plant under artificial rain for at least 15 minutes. Water should not enter inside the evaporator compartment.	-	-	-	√
b)	Check proper tightening of cover provided over evaporator compartment.	-	√	√	√
6.	Condenser area:				
a)	Clean the condenser coil after climbing on the roof and opening the cover over condenser area using compressed air / water jet from inside.	-	√	√	√
b)	Ensure there is no damage of fins.	-	√	√	√
c)	Check that the mounting fasteners are properly tightened.	-	√	√	√
d)	Provide fire retardant thermal insulation over suction line.	-	-	√	√
e)	Ensure there is no any obstruction in fresh air path.	-	√	√	√
f)	Ensure there is no any damage/cracks in structure frame of RMPU	-	-	√	√
g)	Ensure proper clamping of electrical conduit.	-	-	√	√
7.0	Control panel:				
a)	Ensure double earthing shunts are provided on back plate.	-	-	√	To be replaced on condition basis during POH.
b)	Check that the mounting fasteners are properly tightened.	-	-	√	√

c)	Ensure that the terminal block separators are not in broken condition.	-	-	√	√
d)	Ensure that end locks on the DIN rail are provided.	√	√	√	√
e)	Ensure that all legend plate as per RDSO drawing shall be provided.	√	√	√	√
f)	Ensure that the power & control wires are properly tie clamped.	-	-	√	√
g)	Ensure that the lateral wiring diagram of power & control panel are provided, if not provide it.	-	√	√	√
h)	Ensure that the indication lamps for R,Y & B are mounted properly.	-	√	√	√
i)	Check mounting of relays/contactors are properly tightened.	-	√	√	√
j)	Check & tighten all terminals in control panel. Cable termination should not be without lug or acceptable make.	-	√	√	√
k)	Ensure that the sinusoidal 110 V, 50 Hz. AC supply for control transformer has been taken from the inverter in case of SG AC coaches it should not be taken from the bus bar provided in the control panel.	-	√	√	√
l)	Check the proper tightening of 37 pin connector.	-	√	√	√
m)	Ensure make, type & range as per bill of material of devices provided in control panel.	-	-	-	√
n)	Check the milli volt drop across the 3 phase of contractor. Replace the contactor, if milli volt drop is found more than the specified limit by OEM.	-	-	-	√
o)	Ensure locking of stopper, hinges and indication panel arrangement of control panel doors.	√	√	√	√
p)	Ensuring accessories like 20 mm PVC end fittings, mesh guard of RMPU's, combed hinges, nut & bolts and knobs of rotary switches.	√	√	√	√
8.0	DEVICES IN CONTROL PANEL :				
8.1	Rotary/Cam switches:				
	1. Check the condition of the rotary switches for physical damage. 2. Check the continuity of each phase i.e. R,Y,B. This activity shall be done by putting the knob at OFF and ON position. 3. Do high voltage test by applying 1500 V for one minute between all current carrying part shorted together and earth. 4. IR value to be checked by 500 V megger. It should be more than 10 M Ω. 5. Check programme sequence of switch as per OEM's catalogue. 6. Replace thimbles/lugs, if required. 7. Tighten terminal & mounting screws. Thread of screw must not be stack.	-	-	-	√
8.2	MCBs :				
	1. Clean the MCBs with dry compressed air. 2. Check the condition of all MCBs for physical damage. 3. Provide end locks, if it is not there. 4. Tighten DIN rail screws. 5. Check trip characteristic as under:	-	-	-	√
S. No.	Total current	Result to be obtained	Remarks		
1	1.13 In	No tripping.	-		
2	2.55 In	Tripping	The opening time shall not be less than 1 sec. and shall not be more than 50 secs.		
In = rating current					

	6. Check proper functioning of dolly by hand	-	-	-	√																				
9.0	Contactors:																								
	<div>1. Clean the lower and upper part of the magnet after opening the top cover of the contactor using cleaning agent viz. CRC or equivalent.</div> <div>2. Check continuity between the incoming and outgoing terminals.</div> <div>3. Replace contactor if, connection pin is loosened.</div> <div>4. Check continuity of magnetic coil.</div> <div>5. Clean the dust accumulated on the magnet surface gently.</div> <div>6. Measure pickup and drop out voltage. Pickup voltage shall not be less than 85% of rated voltage in hot condition. Drop out voltage shall not be more than 20% of rated voltage in hot condition.</div> <div>7. Check average impedance & milli volt drop as under :</div> <table><tr><td>Contactor model of BCH make</td><td>Average impedance</td><td>Max. mill volt drop</td><td>Current to be passed.</td></tr><tr><td>CE15CN</td><td></td><td></td><td></td></tr><tr><td>CE15DN</td><td>2.5 M Ω</td><td>25 mv +</td><td>10 A dc</td></tr><tr><td>CE15FN</td><td>1.8 M Ω</td><td>10% 18 mv</td><td>10 A dc</td></tr><tr><td></td><td>1.8 M Ω</td><td>+ 10% 18 mv + 10%</td><td>10 A dc</td></tr></table> <div>8. Do not grease or oil the contactor</div> <div>9. Do not file contact tips.</div> <div>10.Do not open contactor in energized condition.</div> <div>11. Ensure that the compensating ring over magnet is provided.</div>	Contactor model of BCH make	Average impedance	Max. mill volt drop	Current to be passed.	CE15CN				CE15DN	2.5 M Ω	25 mv +	10 A dc	CE15FN	1.8 M Ω	10% 18 mv	10 A dc		1.8 M Ω	+ 10% 18 mv + 10%	10 A dc	-	-	-	√
Contactor model of BCH make	Average impedance	Max. mill volt drop	Current to be passed.																						
CE15CN																									
CE15DN	2.5 M Ω	25 mv +	10 A dc																						
CE15FN	1.8 M Ω	10% 18 mv	10 A dc																						
	1.8 M Ω	+ 10% 18 mv + 10%	10 A dc																						
10.0	Overload relays:																								
	<div>1. Normally closed contacts shall be checked for continuity.</div> <div>2. Check the function of NO/NC contact by putting the relay in manual mode.</div> <div>3. Check the continuity of incoming & outgoing terminals after connecting it with contactor.</div> <div>4. Check current setting of over load relays on test bench and correct as under: a) OL-1, 2.5 A - for blower motor. b) OL-2 & OL-3 - 2.1 A - for CD motors c) OL-4 & OL-5 10.0 A for compressors.</div> <div>5. Replace thimbles/lugs, if required.</div> <div>6. Tighten terminal & mounting screws.</div>	-	-	-	√																				
Note: - Always keep the relays in manual mode to avoid chattering of contactors during service.																									
11.0	Time delay relay:																								
	<div>1. Clean the complete assembly by compressed dry air jet.</div> <div>2. Check the condition of all both the TDRs for physical damage.</div> <div>3. Replace thimbles/lugs, if required.</div> <div>4. Tighten terminal & mounting screws.</div> <div>5. Check the time setting on test bench as under :- a) TDR1 should energize in 2.00 min. b) TDR2 should energize in 2 min. 30 sec.</div> <div>6. Replace TDR, if defective.</div>	-	√	√	√																				
		√	√	-	√																				

IMPORTANT NOTES:

- History Log sheet for each coach/RMPU shall be maintained in each depot. Monthly report along with the investigation report shall be analyzed by Sr.DEE of the concerned TL/AC depot.
- All the modification sheets/ special maintenance instructions issued by RDSO are to be implemented during maintenance schedule.

3. Parts/components, which are being replaced, shall be of RDSO approved make as specified in RMPU specification with latest revision/amendment. The rubber lining/gasket shall be replaced during IOH & POH.
 4. If any part of the refrigeration system is replaced, the system is required to be recharged as per RDSO instruction. Never leave the refrigeration pipeline uncapped for a long time while carrying out any replacement of part in the system. Brazing of refrigerant copper pipelines shall be carried out as per RDSO SMI No.RDSO/PE/SMI/AC/0001-98 (Rev.0).
 5. Blower motor/condenser fan motor shall be rewound through RDSO reputed/reliable sources only.
 6. Necessary format for recording parameters during various checks mentioned above shall be prepared and to be kept for further reference.
 7. Defective compressors to be replaced as per RDSO SMI No. RDSO / PE / SPEC / AC / 0038 (Rev.0) -2007. Filter drier must be replaced during the activity.
 8. Ensure that the motors are of RDSO approved make as per RDSO specn. no. RDSO / PE / SPEC / AC / 0089 -2003 (Rev.0) with latest revision/amendment.
 - 9.Canvas should be as per RDSO specn. No. RDSO/PE/SPEC/AC/0136-2009 (Rev.0) with latest revision/amendment/modification.
 10. In case any component/equipment fails, the failure shall be investigated and the report shall be prepared in the following format.
- Note:- The contractor has to comply with the latest guidelines issued by the Railway Board and maintenance schedule issued by RDSO with latest amendments from time to time.
- (Note:- The contractor has to comply with all the Annexure attached)

▪		—
▪	—	
▪		—
▪		
▪		

Annexure I

LIST OF EQUIPMENTS/ COMPONENT TO BE KEPT AT ANY POINT OF TIME BY THE CONTRACTOR FOR
DEPOTS DEPOT (CONVENTIONAL RMPU)

Sl. No	Item	Coach holding of the depot				
		1-20	21-40	41-60	61-80	Above 80
	Holding of RMPU AC coaches					
		(Recommended quantity)				
1.	Access door	1 set	1 set	1 set	1 set	2 sets
2.	Accumulator	1 no.	1 no.	1 no.	1 no.	2 nos.
3.	Blower fan motor	1 no.	2 nos.	2 nos.	2 nos.	3 nos.
4.	Canvas duct	1 set	1 set	1 set	2 sets	2 sets
5.	Capillary	2 nos.	3 nos.	3 nos.	4 nos.	6 nos.
6.	Condenser fan motor	1 no.	2 nos.	2 nos.	3 nos.	4 nos.
7.	CFM blade (FRP & MS Blade)	1 no.	1 no.	2 nos.	2 nos.	3 nos.
8.	Compressor (Scroll)	2 nos.	3 nos.	4 nos.	4 nos.	6 nos.
9.	Contactor 32 A	1 no.	1 no.	2 nos.	2 nos.	2 nos.
10.	Contactor 16 A	1 no.	1 no.	2 nos.	2 nos.	2 nos.
11.	Control transformer	1 no.	1 no.	1 no.	2 nos.	3 nos.
12.	Cut out LP	4 nos.	8 nos.	12 nos.	16 nos.	20 nos.
13.	Cut out HP	4 nos.	8 nos.	12 nos.	16 nos.	20 nos.
14.	Filters - Return Air	8 nos.	8 nos.	16 nos.	16 nos.	24 nos.
15.	Filters - Fresh Air	8 nos.	8 nos.	16 nos.	16 nos.	24 nos.
16.	Refrigerant Gas	10 Kg.	10 Kg.	20 Kg.	20 Kg.	40 Kg.
17.	Heater assembly	1 no.	1 no.	1 no.	1 no.	2 nos.
18.	Harness Cable / Harting Connector	1	1	1	1	2
19.	MCB /MPCB (Blower)	1	2	2	2	4
20.	MCB /MPCB (CD)	1	2	2	2	4
21.	MCB (Compressor)	1	2	2	2	4
22.	MCB (Heater)	1	2	2	2	4
23.	OHP	4 nos.	4 nos.	4 nos.	4 nos.	6 nos.
24.	OLP (Blower)	1	2	2	2	4
25.	OLP (CD)	1	2	2	2	4
26.	OLP (Compressor)	1	2	2	2	4
27.	Rotary switch 64 amps.	2	2	2	3	4
28.	Rotary switch (ON /OFF)	1	1	1	2	2
29.	Thermostat (Electronic with sensor)	2	4	6	8	10
30.	Timer	1	2	3	4	5
31.	Vane Relay	2	4	6	8	10
32.	Evaporator Coil	1	1	1	1	2
33.	Condenser Coil	1	1	1	1	2
34.	Runner of Blower Motor	2	2	2	4	4
35.	Nitrogen Cylinder (18 Kg)	1	1	2	2	4

LIST OF TOOLS TO BE KEPT AT ANY POINT OF TIME BY THE CONTRACTOR

[illegible]

ANNEXURE-A

Completion Certificate
Name of Organisation
Postal address, Phone No., Email ID, Fax No.

Letter No.

Date

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3.(i)	Name of Firm with address	
(ii)	Incase of JV Name and % share of individual firms.	
4.	Original value of contract agreement	
5.	Final value of contract as completed (if final bill paid)	
6.	Date of start of CA work	
7.	Has the work physically been completed in all Respect as per contract agreement?	
8.	If yes, then actual date of physical completion	
9.	Total payment made in above contract till the date of opening of present tender.	
10.	In case of composite work: Payment made for..... (relevant distinct Component of work out of total payment made under Sl.No.9 above	
11	Total DA units maintained against the work	
12	Penalty deducted/ imposed against the CA work	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement.
Performance of the contractor while executing the work had been satisfactory.

(Signature)

Name and Designation of officer

Mobile No. of Officer

Seal of Officer

Note:

- (i) Submission of false certificates by tender er shall lead to forfeiture of EMD and other action including penal action.
(ii) Above certificate is for guidance only (Sample copy). Any other certificate having requisite information's will also consider.

DETAILS OF ORGANISATIONAL SET UP

1. ORGANISATION OF THE COMPANY

DESCRIPTION	CATEGORY	NO. OF PERSONS	NAME	QUALIFICATIONS
On Permanent Rolls				
Temporary				
Likely to be made available on works				

2. REQUIRED CONSULTANTS, IF ANY WITH THEIR ACCEPTANCE TO PROVIDE SERVICE WITH THE TENDERER / CONTRACTOR

3. REQUIRED SUB-CONTRACTOR, IF ANY WITH THEIR ACCEPTANCE TO PROVIDE SERVICE WITH THE TENDERER / CONTRACTOR

ANNEXURE-C**ASSET PLANT AND EQUIPMENT STATEMENT**

SN	DESCRIPTION	NO. AVAILABLE READILY ON HAND	NO. TO BE ARRANGED LATER

ANNEXURE-D**DECLARATION FORM**

I/We hereby certify that:-

- i) I am / we are not related to any one employee in the Gazetted and Non-Gazetted capacity in the Electrical Department and or any other Department of the Northeast Frontier Railway.
- ii) I/We draw attention to the fact that I am / we are related to the following employee(s) in the Gazetted and Non-Gazetted capacity in the Electrical Department and or any other Department of the Northeast Frontier Railway.

SN	NAME OF THE EMPLOYEE(S)	DESIGNATION	DEPARTMENT	DEGREE OF RELATIONSHIP

Note:-

The item which is not applicable should be struck out.

SCHEDULE OF DEVIATIONS (BY TENDERER)

SN	Clause No. of Tender Documents	Alternative Acceptable to the Tenderer

ANNEXURE-F

DETAILS OF QUALIFIED PERSONNELS TO BE EMPLOYED FOR THE WORK.

S N	Name .	Designation	Qualification	Remarks

ANNEXURE-G

DETAILS OF EXISTING COMMITMENTS & ONGOING WORKS.

S N	Name of Work.	Contract no & date	Place of work	Value in Lakh of Rs	Anticipated date of completion.

POLICE VERIFICATION

PHOTO

Signed by
Contractor

SN	Particulars	
1	Full Names with aliases	
2	Parents Name	
3	Nationality	
4	Present address in full with Police station and district	
5	Period of residence	
6	Home/Permanent address In full with Police station and district	

Declaration (by applicant)

I certify that the following information is correct and complete to _the best of my knowledge and belief.

Police Certification

The details as stated above are correct and the above person does not have any criminal or anycase registered, pending in any court of law.

Signature of Applicant Date:

Place:

Counter signature of

Authorized signatory with stamp

**FIRST AID FACILITIES PROVIDED TO ALL WORKERS BY
CONTRACTOR**

Item	Workers do not exceed 50	Workers exceed 50
	Qty.	Qty.
Small sterilized dressings	6	12
Medium size sterilized dressings	3	6
Large size sterilized dressings	3	6
Large size sterilized burn dressings	3	6
Packets sterilized cotton wool(15gms)		6
Iodine bottle	1(30ml)	1(60ml)
Bottle containing salvolatile having the dose and mode of administration indicated on The label	1(30ml)	1(60ml)
Adhesive plaster roll		
Snake bite lancet	1	1
Bottle of Potassium Permanganate crystals	1(30gms)	1(30gms)
Pair of scissors	1	1
First Aid leaf let	1	1
Aspirin Tablets	1(100(each of 5 grains))	1(100(each of 5 grains))
Ointment for burns	1	1
Anti-septic solution	1	1

Form of Declaration for non violation of any labor laws

Tender No. :

I/We _____do declare that I/we have not been levied with a penalty for violation of any labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

I/We here by declare that if declaration to this effect furnished as apart of this bid is found to be false, I/We understand that process for _banning of business_ against me/us shall be initiated as per extent rules.

Seal of the Contractor

Signature of the Contractor with date

Annexure VI

Form XV (See Rule 77)

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Service Certificate

Name and address of contractor... ..

Name and address of Establishment in/under which contract is
carried on..

Nature and location of work... ..

Name and address of the worker.....

Name and address of Principal Employer.

Age or date of birth..... ..

Identification Marks.....

Parent's/Spouse's name.

si.	Total period for which employed for		Nature of work done	Rate of wage (With particular of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Form XVII [See Rule 78(1) (a) (i)]

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Name and address of contractor.

Name and address of Establishment in/under which contract is
carried on**Nature and location of work... ..**

Name and address of principal employer.

Wage Period: Monthly

Sl. No.	Name of worker	Serial No. in the register of workers	Designation /nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate
1	2	3	4	5	6	7

Amount of wages earned								
Basic wages	Dearness allowances	Over time	Other cash payments (Nature of payment to be indicated)	Total	Deductions, if any, (indicate nature)	Net amount paid	Signature/Thumb impression of worker	Initial of contractor of her representative

Form XIX [See Rule 78(1)(b)]
(Regulation & Abolition} Central Rules, 1971

Wage Slip

Name and address of contractor.

Name of Worker

Name of Parent/ Spouse of the worker. . .

Nature and location of work. . .
For the week/ fortnight/ month ending.

1. No. of days worked .
2. No. of units worked in case of piece rate workers. . .
3. Rate of daily wages/piece rate
4. Amount of overtime wages...
5. Gross wages payable
6. Deductions, if any.. . . .
7. Net amount of wages paid

Signature of the contractor or their
representative

FORM XXIV [See Rule 82(1)]

The Contract Labour (Regulation & Abolition) Central Rules, 19

Return to be sent by the Contractor to the Licensing Officer

(Every contractor shall send half yearly return in Form XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year and a copy of the same should also be sent to the Indian Railways at the same time)

Half-Year-Ending.

1. Name and address of the Contractor
2. Name and address of the establishment
3. Name and address of the Principal employer
4. Duration of Contract: From..... to
5. No. of days during half year on which-
 - (a) the establishment of the Principal employer had worked
 - (b) the contractor's establishment had worked...
6. Maximum number of contract labour employed on day during the half year-

Men	<i>Women</i>	<i>Children</i>	<i>Total</i>
-----	--------------	-----------------	--------------
7. (i) Daily hours of work and spread over-
 - (ii) (a) whether weekly holiday observed and on what day-
 - {b) If so, whether it was paid for-
 - (iii) No. of work hours (man-hours) of overtime worked
8. No. of work-days (man-days) worked by -

<i>Men</i>	<i>Women</i>	Children	Total
------------	--------------	----------	-------
9. Amount of wages paid -

<i>Men</i>	<i>Women</i>	<i>Children</i>	<i>Total</i>
------------	--------------	-----------------	--------------
10. Amount of deduction from wages, if any-

Men Women Children Total

11. Whether the following have been provided -

- (i) Canteen
- (ii) Rest-Room
- (iii) Drinking water
- (iv) Creches
- (v) First-Aid

(If the answer is 'yes' state briefly standards provided)

Place

Signature of Contractor

Date

FORM XXV
THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL
RULES, 1971

Annual Return of Principal Employer to be sent to the Registering Officer

(Every principal employer of a registered establishment shall send annually a return in Form MV (in duplicate) so as to reach the Registering Officer concerned not later than the 15th February following the end of the year to which it relates.)

Year ending 31st December

1. Full name and address of the Principal Employer.
2. Name of Establishment:
 - (a) District
 - (b) Postal Address
 - (c) Nature of operation/industry/work carried on.
3. Full name of the Manager or person responsible for supervision and control of the establishment.
4. Number of Contractors who worked in the establishment during the year (Give details in Annexure).
5. Nature of work/operations on which contract labour was employed.
6. Total number of days during the year on which contract labour was employed.
7. Total number of work-days (man-days) worked by contract labour during the year.
8. Maximum number of workers employed directly on any day during the year.
9. Total number of days during the year on which direct labour was employed.
10. Total number of work-days (man-days) worked by directly employed workmen.
11. Change, if any, in the management of the establishment, its location, or any other particulars furnished to the Registering Officer in the application for Registration indicating also the dates.

Principal employer

Place

Date

FORM-XI (See rule 223 (cj))

THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL
RULES, 1971

CERTIFICATE OF MEDICAL EXAMINATION

1. **Certificate Serial No.....** **Date.....**

2 **Name**

identification marks: (1)

(2)

3. Parent's Name

4. Sex.

5. Residence..son/daughter of...

6. Date of birth, if available and/or certificate age...

7. Physical Fitness

I hereby certify that I have personally examined (name).....son/daughter of

..... residing atwho is desirous of being employed in manual
work and that his/her age as nearly as can be ascertained from my examination
is

years and that he/she is fit for employment inas an adult/adolescent.

8. Reason for -

(1) refusal of certificate _____

(2) certificate being revoked _____

Signature with
Seal

Medical Inspector/CMO

Signature/ Left hand

Thumb impression of worker

Note - 1. Exact details of cause of physical disability should be clearly stated

2. Functional/ productive abilities should also be stated if disability is stated.

“ANNEXURE-V (A)”
(Reference -Para 6.1 of ITT)

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

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

N. F. Railway

Annexure-V

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

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

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

Place:
Dated:

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

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

- i) NAME:
- ii) ADDRESS.....
- i) PHONE NO..... MOBILE..... FAX NO.....
- ii) INCOME TAX PAN NO..... EMAIL ID.....

2. PARTICULARS OF BANK ACCOUNT

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

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

Bank's Seal

Signature of the authorized official of the bank

4. DECLARATION BY THE PARTY

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

Date.....

Signature of the Party with stamp

.....X.....

END OF TENDER DOCUMENT