

[Start of Tender document]

## **NORTHEAST FRONTIER RAILWAY**

**Track Machine Organization Maligaon, Guwahati- 781011**

### **Tender Document**

- 1. TENDER NO: TMC/ATM /OUTSOURCING(2026-28)**
- 2. Name of work: Deployment of 42 nos. ATM( Assistant Track Machine ) through outsourcing for operation & maintenance and working activities of Track Machines in NFR for a period of 2 years(24 months) w.e.f. issue of LOA.**
- 3. Estimated Tender Value :Rs.2,44,64,905.92/-(Inclusive GST)**
- 4. Period of Contract: Two years(730days)**

#### **IMPORTANT NOTICE:**

To fulfill the eligibility criterion, Tenderers should submit documentary proof along with their offer only. Documents submitted after opening of tender will not be considered. No bidder will be allowed to submit fresh/new credentials that make him eligible after tender opening.

**OFFICE OF THE  
PRINCIPAL CHIEF ENGINEER  
N.F. Railway/ Maligaon/Guwhati-781011**

## INDEX

<b>Sr. No.</b>	<b>Description</b>	<b>Page no.</b>
1	Tender Notice	3
2.	List of mandatory documents	4
2	Tender Form	5
3	General condition of contract	6-18
4	Special terms and condition of contract	19-24
5	Schedule Quantity and Rates	25
6	All Annexures (Annexure- A to Annexure-K)	26-37
7	Railway board letters	38-49

### TENDER NOTICE

Open Tender Notice No.	TMC/ATM /OUTSOURCING(2026-28)
Name of work	<b>Deployment of 42 nos. ATM( Assistant Track Machine ) through outsourcing for operation &amp; maintenance and working activities of Track Machines in NFR for a period of 2 years(24 months) w.e.f. issue of LOA.</b>
Approximate Cost	Rs. <b>2,44,64,905.92/-</b> (Rupees two crore forty four lakhs sixty four thousand nine hundred five and ninety two Paisa only) inclusive of all taxes and duties.
Earnest Money	Rs.272300.00/-
Completion Period	Two years(730Days)
Offer validity	90 days
Tender Closing Date	21 days from the date of publishing
Issued by	Dy.CE/TMC/MLG, N.F. Railway
Website from where Tender can be downloaded:	<a href="http://www.ireps.gov.in">www.ireps.gov.in</a>

**MANDATORY DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THE BID. BIDS WITHOUT THESE DOCUMENTS WILL BE SUMMARILY REJECTED**

<b>SN</b>	<b>MANDATORY DOCUMENTS</b>
1.	<b>EARNEST MONEY DEPOSIT</b> (As per EMD Clause No. 3.3 of uploaded GCC - services, 2018.) If exemption claimed of EMD :- i) Valid MSME registration Certificate in the relevant category OR ii) Valid Certificate of Startup as recognized by Department of Industrial policy & Promotion (DIPP)
2.	Undertaking Certificate as per <b>Annexure-A</b> of this Bid Document.
3.	Undertaking from tenderer that their firm not black listed for any central/state Govt. organization and PSU's (As per clause 2.2.1.2(b) of uploaded GCC for services, 2018).
4.	Declaration for Non- employment of retired gazetted officers of railway as per clause 2.5.1.1 of GCC for services, 2018).
5.	Sole proprietor:-Document showing the proof of sole proprietor.(GST registration certificate, other relevant document etc.)
6.	Partnership firm:- (i) A notarized copy of partnership deed or a copy of partnership deed registered with the registrar. (ii)A notarized copy or registered copy of power of attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
7.	Supporting documents for Minimum Eligibility Criteria (Technical) as per Bid Document.(ANNEXURE F&G)
8.	Supporting documents for Minimum Eligibility Criteria (Financial) as per Tender Document.(ANNEXURE E)
9.	Supporting documents for Minimum Eligibility Criteria for T-2 Liquidity as per the Tender Document.(Annexure-B)
10.	EPFO challan /bank account statement in support of available manpower duly submitted to EPFO in respect of the previous four quarters preceding the date of Tender opening.
11.	Number of years in operations for technical eligibility.(Firms having less than 01 years of experience are not eligible).Years shall be counted from date of agreement of the work.(Work experience certificate from private individual sector shall not be accepted)
12.	Geographical presence.(Firm registration certificate ,Trade license or Rent agreement (not less than 02 years ) of state of consignee)
13.	All documents for JV as per GCC SERVICE-2018.
14..	The check list is indicative and not exhaustive. The bidders must follow the complete Tender document and General Conditions of Contract for Services -2018 and updated with correction slips issued up to date of inviting of Tender

## TENDER FORM

Tender No.: TMC/ATM /OUTSOURCING(2026-28)

- 1. Name of Work: Deployment of 42 nos. ATM( Assistant Track Machine ) through outsourcing for operation & maintenance and working activities of Track Machines in NFR for a period of 2 years(24 months) w.e.f. issue of LOA.**

***The President of India,  
Acting through Dy Chief Engineer/TMC,  
N.F. Railway, Maligaon, Guwahati -11.***

1. I/We M/s.....have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this Tender open for acceptance for a period of.....days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of full amount of my/our "Earnest Money". I/We offer to do the work for "Deployment of 42 nos. ATM( Assistant Track Machine ) through outsourcing for operation & maintenance and working activities of Track Machines in NFR for a period of 2 years(24 months) w.e.f. issue of LOA." and hereby bind myself/ourselves to complete the work in months from the date of Issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by Condition of contract and General condition of contract for Services 2018, with all the correction slips upto date and to carry out the work according to the special condition of contract and specifications of materials and works laid down by Railway in the annexed special conditions/specifications, schedule of rates with all correction slips upto date for the present contract.
3. A sum of Rs. -----is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights 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 to order to that effect.
4. I /We am/are a Micro and Small Enterprises registered from ..... (body approved by Ministry of MSME) With registration No.....and terminal validity upto .....for Similar services contracts.
5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/service.

Date.....

Contractor's address: Signature of Contractor(s)

Signature of Witnesses

- 1) .....  
2) .....

## **GENERAL CONDITIONS OF CONTRACT**

Track machine Organization of N.F. Railway invites Open tender through E-tendering system (i.e. Technical and Financial bid) from eligible agencies who fulfill qualification criteria as given below for the work of "Deployment of 42 nos. ATM( Assistant Track Machine ) through outsourcing for operation & maintenance and working activities of Track Machines in NFR for a period of 2 years(24 months) w.e.f. issue of LOA."

The bidders shall submit an affidavit as per **Annexure A**. **The bidder shall be required to submit an undertaking certifying the truthfulness of all the documents submitted/uploaded along with the tender. This shall be mandatory for all the bidders, in case of failure of the bidders to submit the undertaking, their offer shall be summarily rejected.**

### **1. ELIGIBILITY CRITERIA:**

**'Two Packet System'** of bidding is applicable for this tender.

**A. Work Experience:-(Ref: as per para 2.6.1.1 of GCC of Service)** 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.

**\*\*Note: Similar single service contract means work experience in**

***"Outsourcing of semi- skilled /skilled manpower services in Track Machines/workshop/ production units in Railway/Railways PSUs"***

**AND/OR**

***"Outsourcing of Semi-skilled/skilled manpower services in any Government Organization /PSUs".***

### **Note:-**

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

**B. Financial Standing: :- (Ref: as per para 2.6.1.2 of GCC of Service)** The Bidders will be qualified only if they have minimum financial capabilities as below: –

(i) **T1-Financial Turnover: :- (Ref: as per para 2.6.1.2(i) of GCC of Service)** 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 up to the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with his/her stamp, signature and membership number, UDIN number shall be considered. (As per **ANNEXURE E**)

(ii) **T2-Liquidity: (Ref: as per para 2.6.1.2(ii) of GCC of Service)** 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 his/her stamp, signature and membership number, UDIN 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.***

The banking reference should be as per . (As per **ANNEXURE B**)

**C. Other Criteria:-** In two packet system of bidding, each bidder shall be assigned score for the technical bid. The system of assigning core shall be as under:

Sr no	Weight age	Technical Criteria	Documentation	Scoring Criteria
1	20%	Previous Work Done:	<p>Certificate from client firm authorizing payment received along-with percentage penalties imposed, contract wise for completed/on- going similar service contracts with satisfactory.</p> <p>Performa for Work Completion Certificate</p> <p>-Name of work -Name of contractor -agreement value -agreement no. &amp; Date Contract Period -Date of commencement -Work completion date/last paid bill date -Cumulative payment made to the contractor up to the last paid bill. -Cumulative penalty imposed in the contract up to the last paid bill.</p>	<p>Scoring method: For each completed/on- going similar service contracts with satisfactory performance shall be as under:</p> <p>(a) 100 marks if the bidder has completed or received payment as under: 1 project &gt; 80% or 2 projects &gt; 50% or 3 or more projects &gt; 40% of the advertised value of the bid</p> <p>(b) 50 marks if the bidder has completed or received payment as under: 1 project &gt; 50% or 2 projects &gt; 40% of the advertised value of the bid</p> <p>(c) 20 marks, if the bidder has completed or received payment as under: 1 project &gt; 40% value completed.</p> <p>(d) No marks, if all projects less than 40% value completed</p> <ul style="list-style-type: none"> <li>• Deduction for percentage penalty imposed in the</li> </ul>

				respective completed/ongoing similar
			Satisfactory/Unsatisfactory	<p>Service contracts: The score of each completed/ongoing 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% of the contract value shall not be considered for calculation of scores for this purpose . In case no penalty is imposed in a particular contract, it should be explicitly indicated in the certificate as ' Penalty –NIL' .</p> <p>Certificates not containing the amount of penalty imposed, duly certified by the certificate issuing authority ,shall not be considered For evaluation.</p>



35%	Turnover(in last three and current financial year) (Less than 1.5 times the advertised value of work is not eligible)	<p>The following documents shall be considered towards this criteria:</p> <ol style="list-style-type: none"> <li>1. Audited balance sheet certified by the CA</li> <li>2. Turnover certificate certified by CA</li> <li>3. Form 26AS generated from income tax portal reflecting financial turnover certified by the chartered accountant duly stamped signature, UDIN and membership number.</li> </ol> <p>For the current financial year up to the date of tender opening, if audited balance sheet is not available then provisional balance sheet duly signed by the CA with Stamp, UDIN number, membership number of the CA. Provisional balance sheet submitted without CA's certification, signature, membership number and UDIN number would not be considered for evaluation</p>	<p>(a) 100 marks—More than 15 times advertised value of the work</p> <p>(b) 80marks– <b>8-15</b> times the advertised value of work</p> <p>(c) 60 marks — 3-8 times advertised value of work</p> <p>(d) 40marks —1.5-3times the advertised value of work.</p>
20%	Number of years in operations	<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 the</p>	<p>(a) 100marks—morethan 8 years</p> <p>(b) 80marks–5-8years</p> <p>(c) 60marks–2-5years</p> <p>(d) 40marks–1-2years</p>

			<p>work.</p> <p>Number of years in operation shall be counted as under:</p> <p>i. Years shall be counted from the date of oldest agreement of the work for similar nature of work.</p> <p>ii. The period of gap, if Any, between any work of similar nature and subsequent similar works, will also be counted in considering total years of operation.</p> <p>iii. The on-going works Will also be considered for assessing total years of operation subject to satisfactory execution of work till date as certified by LOA issuing authority.</p>	
	25%	<p><b>Size of workforce:</b> the bidder must have a minimum number of personnel <b>(as defined by Railway administration) on the organisation 's pay roll.</b></p>	<p>EPFO challan /bank statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of Bid should be submitted in support of their qualification.</p>	<p>(a) 100 marks—if the bidders workforce on roll is greater than 3 times of the total workforce required in the bid.</p> <p>(b) 70marks- if workforce on roll is equal to or up to 3 times the total workforce required in this bid.8-15 times the advertised value of work</p> <p>(c) No marks- if workforce on roll deployed is less than the total workforce required in this bid.</p>

In addition to the above, in order to assess the Liquidity of firm, it should be ensured that **“The audited balance sheet or provisional balance sheet (if audited balance sheet is not available) of last financial year duly certified by Chartered Accountant with stamp, signature, membership number, UDIN number and/or banking reference issued by bank shall be submitted by the bidder along with bid in case of banking reference issued by bank. Railway shall independently confirm from issuing bank regarding authenticity of the same”**.

#### **D. EVALUATION OF TECHNICAL BID**

##### **Bidder's Credentials:**

(i) 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 assigned score for their technical bid. The system of assigning score shall be as per table given in clause(C) above. Bidders who's score is **60 or above** shall be qualified for consideration of evaluation of their financial bids. **Bidders who do not meet the minimum qualification score 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.**

(ii) 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.

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

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

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

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

## (E)EVALUATION OF FINANCIAL BID

The financial proposal shall be evaluated to determine the lowest bidder. In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause C) 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.

**2. EARNEST MONEY DEPOSIT (EMD):**The bidder shall be required to deposit earnest Money with the bid for the due performance with the stipulation to keep the offer open till such date as specified in the bid, under the condition of the bid. The earnest money shall be as under:-

Value of the work	Earnest money deposit(EMD)
For works/service estimated to cost upto Rs.1crore	2% of the estimated cost of the work.
For works/service estimated to cost more than Rs.1crore	Rs.2Lakh+½%ofthe excess of the estimated cost of the work beyond Rs. 1 Crore subject to maximum Rs.1 crore.

**Note:-**a) The earnest money shall be rounded to the nearest Rs.10. This earnest Money shall be applicable for all modes of the bidding. MSEs registered with district industries centers, Khadi and village industries commission, Khadi and village

industries Board, Coir Board, National small industries Corporation, Directorate of handicraft and handloom, any other specified by Ministry of MSME or Startups as recognized by department of industrial policy& promotion shall be exempted from payment of Minimum EMD detailed in the bid.

### **3.PERFORMANCE GUARANTEE(:-(Ref: as per para 4.11 of GCC of Service)**

**As per Railway Board letterNo.2017/En HM/25/11dt.24.05.2024, 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 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. Incase the contractor fails to submit the requisite PG after 60days 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 90days 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. Incase 60<sup>th</sup> day is a bank holiday or office closure next working days 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 up to 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 10% (ten 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 10% 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 maximum applicable penalty for this work is 10% of contract value.

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

- i) A deposit of cash;
- ii) Irrevocable Bank Guarantee;
- iii) Government Securities including State Loan Bonds at 5% below the market value;
- iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- vi) A Deposit in the Post Office Saving Bank;
- vii) A Deposit in the National Savings Certificates;
- viii) Twelve years National Defence Certificates;
- ix) Ten years Defence Deposits;
- x) National Defence Bonds and

xi) Unit Trust Certificates at 5% below market value or at the face value which ever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

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 60days.

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(Services), the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

**4. Commencement of Work:** The Contractor shall commence the work within **21 days** (which includes 07 days of training period)after the receipt by him of an order in writing to this effect from the Manager and shall proceed with the same with due expedition and without delay.

**5. Issue of Identity Cards by Contractor-** The contractor is bound to issue Identity Card to each and every person employed by him and deployed for execution of the contract work as per prescribed format given below, at his cost. Failure on the part of the contractor to issue Identity Cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per GCC.

**FORMAT FOR IDENTITY CARD:**

- 1) Sr.No.
- 2) Date of issue:-
- 3) C.A.No.:-
- 4) Name of the contractor
- 5) Address of the contractor
- 6) Name of the employee:-
- 7) Address:-  
(Signature of contractor with seal)
- 8) Date of birth/age:-
- 9) Sex:-
- 10) Identification mark:-
- 11) Designation:-
- 12) Department:-
- 13) Date of entry in service:-
- 14) Validity of ID card:-

PHOTO

Countersigned of the concerned Signature of employee Sr. Supervisor of the Railway.

**6.OMISSIONS AND DISCREPANCIES:** Should a tenderer find discrepancies in, or omissions from the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all the tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**7.PAYMENT TERMS & BILLS:**

The standard payment terms subject to recoveries as mentioned in the agreement or of any amount under the liquidated damages clause of contract will be as under:

a. On account payment will be made to the firm/contractor on monthly basis. Monthly Bills duly certified in three copies.

b. The contractor has to update labour data on **Railway's Shramik kalyan portal. (Ref: As per RailwayBoard's L.No.2018/CE-I/CT/4 dated 17.10.2018). Copy attached as Annexure D.**

c. Payment as above shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including penalty and fine as specified in work evaluation and penalty clause or any other contract in respect of which the President of India is the contracting authority.

d. Bills will be passed only after submission of GST challan along with on account bill.

e. All other necessary documents/records as per scope of work.

**8. GST: Estimate is prepaid inclusive GST.** GST will be paid as per prevailing rates in each bill. However contractor has to submit documentary proof of GST paid for the previous bill in the next on account bill. Tenderer has to submit his GST number along with the tender.

As per RlyBd's L.No.2017/CE-I/CT/4/GST dtd.23.06.2017 subsequent to enactment of GST act, Board has approved modification to para (a) of clause 6, Part-I of Indian Railway General Conditions of Contract for services, the revised para (a) of clause 6 shall be read as under:

#### **9. Care in Submission of Tenders:**

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

(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.

#### **10. CANCELLATION OR SUSPENSION OF CONTRACT:**

The Railway Administration shall be at liberty at any time without giving any reason to suspend temporarily by information to contractor or terminate permanently this contract on giving 7 days' notice in writing to the contractor as per GCC for services 2018 or latest and the contractor shall not be entitled to any date or compensation by reason thereof.

The contractor shall make himself available to meet the consignee whenever called for any meeting regarding the performance of contractual work.

#### **11. NOT TO ASSIGN:**

The contractor shall not sublet, assign or transfer this contract any part thereof or any interest there under to any persons without the previous consent of the President.

#### **12. QUANTITY VARIATION: (Clause No. 5.3.4 of GCC Service 2018)**

Variation in quantity will be dealt in following manner:

**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 agree mental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiation 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 fiancé 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).Am in or 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 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 items rate).

6. For the tenders accepted at Zonal Railways level, variation 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, variation 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 contractors account (payment shall be restricted to the lowest calculated value of all valid offers).

**13. WORK CONTENTS AND SPECIFICATION:** Before quoting, the tenderer should read carefully all the specifications and conditions mentioned in tender booklet and certify that he has gone through the tender details and abide by the rules and regulations mentioned in the tender. Also contractor should visit the location of the work and check the scope of work physically before quoting for this tender.

**14. RIGHT OF RAILWAY TO DEAL WITH TENDERS:** The Railway reserves the right of not to invite tenders for any Railway work or works or to invite open or limited tenders and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. The Railway has got the right to accept or reject any Tender or all tenders without assigning any reasons what-so-ever. The contractor shall be entirely responsible for injury, damage or loss to any person or property caused by an act or omission on part of the mortheir in the course of execution of the mortheir servant in the course of execution of this contract and at all time



during currency of this agreement.

- 15.** In addition to these Special terms & conditions as laid down here in above, the above work will be subject to the General Conditions of Contract for services 2018 as amended from time to time. In case of any contradiction between the General Condition of Contract and Special Conditions of Contract, the latter shall prevail. GCC for Services is available on the following weblink:

[http://www.indianrailways.gov.in/railwayboard/uploads/directorate/Transformation\\_Cell/General\\_Condition\\_260218.pdf](http://www.indianrailways.gov.in/railwayboard/uploads/directorate/Transformation_Cell/General_Condition_260218.pdf)

- 16.** The submission of a tender by a Tenderer shall be deemed to imply and taken as indicating that he/she has read, understood and abides by all the conditions stated there in and General Conditions of Contract (Services) issued by Railway Board vide L.No.2018/Trans. Cell/ Mech/Service Contracts dtd.20.03.2018 including latest correction slips there to up to the date of closing of Tenders.

- 17.** Validity of offer—The Tenderer shall keep the offer open for a minimum period of 120 days from the date of opening of the tender within which period the tenderer cannot withdraw his offer, subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for Forfeiture of his earnest money.

- 18. CONVEYANCE OF STAFF EMPLOYED BY THE CONTRACTOR:** No Railway Pass for the

Conveyance of the contractor or his staff or agents and/or for stores will be granted.

**19. CONTRACTORS RESPONSIBILITY IN CASE OF INJURIES OR ACCIDENTS SUSTAINED BY HIS WORKMEN& DAMAGE AND LOSS OF RAILWAY PROPERTY:**

The contractor shall and keep the purchaser at all-time indemnified and protected against all claims and liabilities that may be made under workmen's compensation act, the factories act and the payment of wages act and rules made there under from time to time or under any other labour of industrial legislation made from time to time. The contractor shall pay his labours not less than the wages paid for similar work in the neighborhood or in the adjoining areas.

- 20.** Contractor shall indemnify and save harmless the purchaser also against all actions, suit, claims, demands costs, charge of expenses arising in connection with any death or injury or sustained by any person or persons prior to the when the structures shall have been taken over by the purchaser on the works irrespective of whether such liability arises under workmen's compensation act 1923 (or latest), or the fatal accidents act or any other statute in force for the time being.

**21. SAFETY MEASURES:**

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working in the Railway premises but shall then confirm to the rules and regulations of the Railways.

The work must be carried out most carefully without any infringement of the Indian Railway Act, General and Subsidiary Rules in force on the Railway, Indian Electricity Rules and Acts in such a way that they do not hinder operation or erect the proper functioning of or damage any Railway equipment as agreed to by the purchase, provided that all damages and disfiguration caused by the contractor to any Railway property must be made good by the contractor at his own expenses failing which cost of such repairs shall be recovered from the contractor.

## 22. BIO DATA FOR Labour.

Successful tenderer has to submit bio-data verification of all labour in following format with passport photograph.

Passport size photograph to be affixed Name:

Date of Birth :

Qualifications :

Present Address :

Permanent Address:

Identification Marks :a)

b)Ex-

serviceman/Civilian :YES/NO Signature

of Employee:

Signature of Contractor:

23. The contractor is required to submit Police verification certificate for all the contractual staff the she/he will be hiring for delivery of services for Indian Railways. **The Format for same is provided in GCC for services 2018, Annexure–XI.**

24. **NON-EMPLOYMENT OF LABOURERS BELOW THE AGE OF 18:-**The contractor shall Not employ children below the age of 18 or as defined by the labour ministry as laborers directly or indirectly for the execution of work.

25. Firm shall maintain proper records of all details, registers & such other requirements as contemplated by the provisions of all relevant status which inter alias includes & contract labour, (Regulation & Abolition) act & rules ,payment of Wages act etc.& further shall comply with the statutory provisions thereof in filling returns, submitting forms etc. No liability of what so ever type will be on the Railways. The Firm will be fully responsible to obey all laws prevailing in the area.

26. In case of emergency for law & order problem, the firm will arrange extra staff on short notice & will take over the situation to prevent any unwanted incident/Agitation.

27. Subletting of contract will not be allowed otherwise the contract will be terminated & security deposit will be forfeited.

28. The contractor has to replace any workman deputed by him on the advice of Railway Administration if required.

29. Except, where specifically stated otherwise in these instructions and conditions of contract, the General Conditions of Contract (GCC) for Services-2018 with all latest correction slips up to date shall govern the work under this contract and shall be binding on the bidder. The bidder(s) is/are advised to go through these documents before submitting the tender offer and it shall be the responsibility of the bidder before submitting his tender and again before tendering in the said agreement to ascertain all amendments and or correction made in the said GCC Services.

30. **Arbitration:** In the event of any disputes or differences arising under these conditions or any special conditions of the contract or instructions to the contractor (except as to any matters, the decision of which is specifically provided for by these conditions or special conditions), the same shall be referred by the contractor to the Railway. These disputes or differences shall be settled through the provisions available in chapter VIII of GCC-Service-2018.

31. **DETERMINATION OF CONTRACT:** In the event of any determination of contract owing to default of contractor, the same will be referred to chapter VII of GCC-Service-2018.

32. **FORCE MAJEURE:** if at any time, during the continuance of this contract, the performance in whole or on 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 and 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.

- 33. Jurisdiction of courts:** The courts of place from where the acceptance of tender has been issued and contract agreement will be executed shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. The successful contractor shall have to sign the contract agreement only at the office from where the acceptance letter has been issued.
- 34. PVC:** As per clause no. 5. 7.6(b) of GCC SERVICE -2018 which says "In contracts where the number of workforce is specified, any revision in the minimum wages etc. notified through government order/circulars etc. after the date of submission of bids shall be compensated by the Railway administration, on an actual basis" will be applicable.

## **SPECIAL TERMS AND CONDITION AND SCOPE OF WORK .**

- **Category of service:** Track Machine Maintenance Staff.
- **Designation :**( Assistant Track Machine (ATM) staff comes under Semi Skilled category of Industrial Workers of particular nature of works & area © as per classification of Ministry of Labour & Employment, Government of India vide notification No: File No 1 /6(3)/2025-LS-II Dated 30.03.2026 .
- The outsourcing is for a period of 24 (twenty four) Months from the date of issue of acceptance letter.
- All the engaged workmen shall be polite and courteous in behavior. Consumption of alcoholic drinking & taking other intoxicated on duty shall be strictly prohibited.
- For any damages or loss of Railway's property on account of negligence/faulty working of the contractor, the cost of the same will be recovered from any money due to the contractor.
- All staff should be appointed by contractor after thorough background checked/Police verification.
- Responsibility of complete behavior of the workers employed by contractor for execution of this work will be of contractor. The worker employed by contractor will have to be removed from the work if found misbehaving with staff/officer of Railway administration and on his place a good behaving worker will have to be employed by contractor. If this replaced worker also misbehaves then he will also have to be removed from the work and the contractor will be fined by Railway administration and the fine will be Rs. 800/per person /day. On recurring of such misbehavior by contractor's employee, the contract can be terminated.
- If the contractor fails to carry out the work as per contract agreement or shows negligence towards the work awarded to him, he will be responsible for any loss to railways. In such condition the contract will be terminated with the notice of seven days according to GCC Service 2018 clause No. 7.1 to 7.5 of Determination of Contract. The balance work will be completed from other contractor & the performance guarantee as well as security deposit paid by the contractor will be forfeited by the Railways.
- **Payment terms:** i) Bills will be processed by Dy.CE/TMC/MLG office after receipt of bills duly forwarded, checked and certified by SSE/TM, Depot In charge PNO working under Dy.CE/TMC/MLG.
- Bonus amount will be reimbursed to the Agency once in a year only on production of Relevant document of paid bonus and bonus payment extant guideline will be followed. Service provider could not claim it on regular monthly bill.
- **Minimum wages:** The contractor shall pay minimum wages to his staff as fixed from time to time under the laws in force. Contractor shall be wholly responsible for the statutory observations performing to his staff viz EPF, ESIC etc. and he will be responsible for the maintenance of necessary records in this connection and also comply with all statutory requirements in force from time to time. In order to ensure the same contractor must upload requisite details in **Shramik Kalyan portal**.
- **IDENTIFICATION OF WORKMEN:-**Contractor will have to provide Identity cards to his regular & rest giver workmen as per the Performa given below.

## **IDENTITY CARD PROFORMA**

Identity Card Sr.No.  
Date of issue  
Contract Agreement No.  
Name of the Contractor & Address  
Particulars of workmen :  
Name of the workmen:  
Designation.....  
.... Date of Birth/Age  
Personal Identification mark  
Permanent Address



**Sign of workman**

**Sign of Contractor**

**Sign of Rly Representative**

- The contractor shall be responsible for carrying out all legal obligations as may be required by the law wherever applicable, broadly they are as under

### **Sr. No. Law and Acts.**

- |    |  |
|----|--|
| 1  | Contractor Labour (Regulation and Abolition) Act, 1970   |
| 2  | Minimum Wages Act, 1948  |
| 3  | Payment of Wages Act, 1936   |
| 4  | The Workman's Compensation Act, 1923   |
| 5  | Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952                            |
| 6  | Employees' State Insurance Act, 1948   |
| 7  | Employees' Pension Scheme, 1995  |
| 8  | Factories Act, 1948  |
| 9  | Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993 |
| 10 | Child Labour Act, 1986   |
| 11 | Apprentices Act, 1961  |
| 12 | Equal Remuneration Act, 1976   |
| 13 | Safai Karamcharis Act, 1993  |
| 14 | Industrial Disputes Act, 1947  |
| 15 | Maternity Benefit Act, 1961  |
| 16 | Trade Unions Act, 1926   |
| 17 | Payment of Bonus Act, 1965   |
| 18 | Payment of Gratuity Act, 1972  |
| 19 | Industrial Employment (Standing Orders) Act, 1946  |
| 20 | Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressed) Act, 2013.               |

### **• CONDITION ON TAXATION.**

- i. The offer of the tenderers must be good enough to cover minimum wages of labour, and other consumable items/materials and services required for the subject work. Railway will make payment to the contractor after recovery of Income Tax, and other taxes and duties applicable on the Railway works and penalty imposed for lapses during the respective payment period. The latest instructions issued by Central/State government shall be applicable.
- ii. Compliance of EPF (Employee Provident Fund) and ESIC (Employee State Insurance Contribution) in favour of staff deployed for the work will be mandatory to the contractor. The Deposit contribution on account of EPF & ESIC will be reimbursement by the Railway after submission of relevant records/documents of respective staff deployed for this work.
- iii. The cost of work is inclusive all taxes (i.e Income tax, transportation if any, cases on IT etc. and other duties enforced on Railway works. Contractor will comply provision of enforced GST on the work, Railway will be reimbursed the paid GST to the contractor after submission of verified individual relevant record/document for the respective amounts paid by the Railway for specific period of work..

- Unless otherwise specified in Special Conditions, the contract shall be governed by Indian Railway Standard General Condition of Contract for Services- 2018 (GCC for services- 2018) with latest amendments if any and special conditions of the contract given in bid document. Where there is any conflict between the Special conditions of tender and General Condition of Contract for Services- 2018, the former shall prevail.. Any Special Conditions stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed to be a part of contract to such extent only, as have explicitly been accepted by the Railway
- Bidder's offer will be summarily rejected if they don't upload any of the certificate's / documents sought in the tender document and Corrigendum if any.
- The service provider has to supply Manpower for assisting in Operation and Maintenance of Track Machines which will be working mostly over N. F. Railway's jurisdiction as per the deployment programme or instructions of TM officials of concerned division or mutually agreed schedule.
- Railway shall not be held responsible to take liability in case of any accident/damage or loss of life/lives of contractor's or third party's men or property.
- The rate accepted by the railway must hold good till the completion of work and shall not subject to any fluctuation in the market rates. No claim what-so- ever on this account shall be entertained.
- The rate accepted by the Railway Administration shall include all taxes (including GST) and any other incidental charges livable by Central Government/state Government and other local bodies and no extra payment will be made on this account. The rate also includes all type of license fees, PF, ESI etc and nothing will be paid extra.
- Payment to the labours by the contractor must be made directly through their Bank Account and not by cash.
- The Tenderer / Tenderers have to mention his/their GSTIN, ED registration No., VAT/CST Registration No. Service Tax Registration No. as applicable with his/their offer.
- The Tenderer /Tenderers have to mention his/their ESI Code & EPF Code with his/their offer. The subject work is to assist in operation and maintenance of Track Machines in shift of 12 hours in day or night. Staff roster will be decided according to the margin/ availability of block in section. No extra night duty allowances will be paid.
- The contractor has to provide a team of skilled staff required for assisting in operation and maintenance of Track Machines the minimum qualification staff to be provided are as follows:  
a) The minimum education qualification for ATM is Matriculation / SSLC .The contractor has to submit the educational certificate of the staff being engaged at the time of starting the work.
- Track Machine working is continuous activity for Track Machine working. Track Machines will work based on Roster hours of Track machine staff fixed by Executives (Divisions). Roster hours of particular Track machine will be fixed based on availability of Traffic blocks in a particular section. Some nominated Track machines will work in double shift. Separate Railway operators Technicians &ATM will be available for double shift working. The service provider shall also plan to deploy outsourcing Assistant Track Machine (ATM) personnel for double shift working of particular Track Machine. The service provider has to plan to deploy outsourcing Assistant Track Machine (ATM) personnel to cater for Rest givers & leave reserve staff after completion of continuous working days as per labour Laws.
- The Service provider has to make arrangement for boarding and lodging of their staff and no extra payment is permissible on this account. Permission will be given for execution of temporary tents within Railway land based availability of such land and on vacating the place , the place has to be handed over in clean condition. If accommodation is available in the form of camping coach of Track Machine, rest house/ temporary accommodation the same may be given on request on rotational basis, a charge of 1% will be deducted from running bills of the contractor for utilization of accommodation and other Railway amenities.
- The Service provider must ensure the care/safety/health of the labour engaged by him during the course of the execution of work and Railway will not be responsible for any injury/accident during course of the work and contractor shall indemnify Railway in this regard and contractor shall bear all the loss, expenditure and consequences involved in this regard. Necessary safety

equipment shall be provided by the contractor for the staff engaged by him at his cost.

- While deploying the manpower, contractor shall follow rules as per HOER (Hours of Employment Regulation) and its amended version.
- After receipt of Letter of Acceptance, the service provider shall intimate Dy CE/TM in writing for permission to provide ATM for a particular group of machines after discussing with SSE/TM.
- The contractor should also provide necessary Uniform and safety items like safety jacket, safety shoes, Helmet, gloves etc to the persons deployed on the Machines at his cost.
- The Manpower requirement shown in the service tender is approximate & the same may vary either + ve (Plus) side or -ve (negative) side as per actual requirement based on arrival/reporting of RRB recruited ATM candidates (Recruitment process already commenced), arrival of New Track Machines & planning of double shift working of Track Machines ie. In case candidates are selected by RRB then the services of candidates from outsourcing has to be terminated progressively as per joining by RRB candidates. The prior notice will be given by Railway Authority before 1 month to the contractor. In case additional Machines are received from Railway Board or necessity for extra manpower arises and extra manpower will be provided by the service provider. Even If variation in Manpower requirement is beyond (+/-) 25% variation, the service provider has to regulate the manpower supply at the same rates, terms and conditions of original service contract. To regulate the Manpower Requirement variation, an advance intimation of 10 days time will be given by Dy.CE/TMC to effect every increase or decrease in Manpower requirement.
- Sometimes the machines after going into the block section may not be able to return to the base station within the scheduled hours of the duty. Under such circumstance, the contractor's staff will have to work for more number of hours, for which nothing extra will be paid. Even in case of extra duty hours on previous day, the staff will have to be ready for next day's working at the nominated time as advised by the machine-in-charge. The decision of Railway shall be final and binding on contractor in this regard.
- In case any damage is caused to the machine/materials or any interruption to Railway traffic takes place on account of fault of contractor's staff, the actual cost of damage or cost of the interruption to the Railway traffic shall be recovered from the contractor's running bills. In case of dispute regarding the estimate of damages contractor can appeal to Dy. CE/TM/NFR and the decision of Dy. CE/TM/NFR shall be final and binding on contractor in this regard. Staff roster will be decided according to the margin/availability of traffic blocks in section.
- In case of emergency, Contractor will be bound to work beyond roster hours.
- The contractor's staff and labour shall not have any claims of appointment in Railway in future.
- In the event of any reduction in the quantities to be executed for any reason what so ever, the contractor shall not be entitled for any compensation but shall be paid only for actual quantity of work done.
- The contractor's staff shall accompany the machines during transit from one station to another station.
- Rates will be inclusive all taxes, GST, license fees, staff PF, etc. Nothing extra will be paid.
- Manpower required for operation and maintenance of machines for 06 days in a week. Contractor shall arrange for LRR and RG for his staff as per labour laws.
- The Tenderer / Service provider has to follow the Labour Laws & Obligations as stipulated in para VI of Indian Railways General conditions of Contract for Services, January-2018.
- Penalties: If there is shortage of staff provided on any machine on any day, a penalty of Rs.800/- per day for one ATM shall be deducted. For the purpose, a daily attendance register will be maintained by the machine in- charge. The decision of Railway shall be final in this regard.
- Wage Period: The wage period should not exceed one month & wages should be paid before the expiry of the seventh day of the last day of the wage period.
- The service provider must have an office located in the state of consignee. Documentary evidence must be submitted along with the offer.
- **Duties of Machine Assistant** -He shall assist SSE/JE/TMs and TMMs in performing their functions and their main duties would be as below: (1) To keep the machine in neat and clean

condition. (2) To replace spares like tamping tools as directed by SSE/JE/TM or TMMs. (3) To recoup HSD oil as required. (4) To assist TMM for carrying out daily and other specified schedule maintenance of track machine including that for IOH and POH. (5) Transportation of material, spares and consumables from depot to machine and vice versa. (6) To bring all necessary tools and plants from coach to machine or otherwise as specified by TMM or machine-in-charge. (7) To be vigilant during machine working and promptly inform machine-in-charge regarding any obstruction in track viz. SEJ, Level Crossing, Bridge, joggled fish plates etc. boulders, rail pegs etc. so as to enable SSE/JE/TM to take necessary preventive action. (8) To warn for any abnormal sound, bursting of hose, breakage of any assembly etc. to machine-in-charge. (9) To assist machine-in-charge in attending the failure in shortest possible time. (10) Extend help during service check by service engineer. (11) Ensure safety of self and colleagues during block. (12) Perform duty of watchman for machine and coach, if required. (13) Accompany the machines during shifting as directed, especially T-28 machine and PQRS portals. (14) At the end of the day, facilitate safe/proper stabling of machine in siding. (15) Any other duties assigned by TMO officers or SSE/JE/TM or TMM. (16) Machine assistants posted in depots and work areas other than machines will perform duties assigned by their controlling officials..

- **Medical Fitness Certificate:** All the contractual staff shall have sound health & should not be suffering from contagious diseases etc. Regarding this, contractor shall submit the physical fitness Certificate issued by Govt. Medical practitioner/ Registered medical Practitioner or as directed by Dy. CE/TMC/MLG or XEN/TMC/MLG of N. F. Railway before deployment of staff and all the cost for medical examination shall be payable by the contractor. Medical category should be B-1: Physically fit in all respects. Visual Standards – Distant Vision: 6/9, 6/12 with or without glasses (power not to exceed +/- 4D). Near Vision: Sn: 0.6,0.6 with or without glasses when reading or close work is required. Colour Vision, Binocular Vision & Night Vision must be present. A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year.
- **Qualification of the contractor's personnel:**
  - (i) The personnel to be deployed as ATM should have passed minimum Matriculation / SSLC. However, the personnel who are found to be qualified and suitable in the scrutiny by this railway shall only be allowed to work.
  - (ii) Age should be more than 18 years and less than 50 years as on date of commencement of work.
  - (iii) Should not have any criminal background.
  - (iv) The contractor shall be solely responsible for the conduct of the personnel deputed by him for the work.
  - (v) The contractor personnel deputed for duty should not consume alcohol/ intoxicating drugs etc.
  - (vi) The contractor personnel should not carry any unauthorized/ dangerous/ explosive material at work site.
  - (vii) The contractual staff will be deployed on machine for working in Day/Night shift as per availability of block. Or as per requirement of Railway for assisting operation and maintenance of block working. No extra payment for night duty will be provided.
- Contractor will submit a list of suitable persons to be deployed for the subject work with following details: (i) Full name of the person: (ii) Residential/ permanent address with telephone number: (iii) Photograph: (iv) Qualification and Attested educational qualification: copies of certificates (v) Copy of Voter card/ Aadhar card/ PAN card/Driving License towards proof of (vi) Medical Fitness certificate from Registered Medical practitioner. (vii) Policw Verification certificate.
- **Mandatory Updation of Labour Data on Railway's Shramikkalyan Portal:** Contractor is to abide by the provisions of payment of wages act & minimum wages act in terms of clause 54 and 55 of Indian Railways General condition of contract. In order to ensure the same, an application has been developed and hosted on website „www.shramikkalyan.indianrailways.gov.in“.



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

- In order to have the staff well acquainted with machines working and safety related issues they needs to be deployed for a period 07days after which contractor needs to give certificate regarding their assurance for deployment on the machine. Such certificate should also be signed by respective machine In-charge. The staff will be considered fit for deployment after such issue of certificate by the Contractor. However, the payment towards this period of deployment will be borne by Railway as per actual.
- Contractor's Staff will be trained for safety measures in Track Machine working and training will be organized at Zonal Track Maintenance Depot (ZTMD) or at the machines at field.
- No staff should climb on machine at the time of maintenance of Track Machine in OHE section without ensuring that OHE is in "OFF" condition.
- Railway administration may /may not operate the full quantities depending upon the requirement from time to time. The decision of Dy. CE/TMC/MLG is final and binding on the contractor and contractor cannot claim for the same accordingly. The contractor will have to deploy the man power as directed by the Railway Administration from time to time.
- All the work of maintenance of Track machines shall be done as per instruction/guidance/supervision of SSE/JE/TM deployed/deputed on the track machine by Railway .
- The machine will mostly work on track where the trains are running on adjacent tracks. The contractor must ensure the care /safety/health hazards of the labors engaged by him/her during the course of the execution of work. Necessary safety equipment like retro reflective jackets, safety shoes (Good quality that of Bata), Helmets, Hand gloves, Masks etc. (approved by concerned AXEN/TMC/MLG or XEN/TMC/MLG) shall be provided by the contractor for the staff engaged by him. No extra amount is payable toward this.
- The contractor could not withdraw any labour without prior permission of railway. However railway has right to remove any labour if found unsuitable. If any labour wants to leave job willingly, contractor has to give a notice of 30 days and provide another labour as replacement in advance of 7 days. No extra payment will be providing for this.
- The contractual staff must carry the Identity card issued to them by the Contractor while at work in Railway premises

## Annexure A

### FORMAT FOR UNDERTAKING FOR TRUTHFULNESS/CORRECTNESS OF THE DOCUMENTS SUBMITTED/UPLOADED BY THE TENDERER ALONGWITH THE TENDER

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

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s)also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.gem.gov.in](http://www.gem.gov.in). I/we have verified the content of the document from the website and these is addition, no deletion or no alternation to the content of the tender document. In case of any discrepancy noticed at and stage i.e. evaluation of tenders, execution of work or final payment of the contract, the roaster copy available with the Railway administration shall be final and binding upon me/us.
4. I/we declare and certified that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualifications 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 alongwith 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 undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall be lead to forfeiture of the tender EMD besides banning of business for 5 year or entire Indian railway. Further, I/we (insert name of the tenderer)\*\*.....  
.....and all my/our continuants understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for 5years.

### SEAL AND SIGNATURE OF THE TENDERER

**SAMPLE FORMAT FOR BANKING REFERENCE FOR LEQUIDITY**

**BANK CERTIFICATE**

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

If the contract for the work namely \_\_\_\_\_is awarded to the above firm, we shall be willing to provide overdraft/ credit facilities to the extent of Rs.\_\_\_\_\_to meet their working capital requirement f or executing the above contract.

-----SD-----

Name of Bank -----

Senior Bank Manager-----

Address of the Bank-----

## **ANNEXURE C**

### **ESSENTIALS OF WORK EXPERIENCE CERTIFICATE FROM CLIENT**

1. Name and address of client.
2. Phone No. contact number of client.
3. Fax No. of client.
4. Email address of client.
5. Date of issue of the certificate.
6. Name of work.
7. Scope of work in brief.
8. Value of completed work if the work is completed, with actual date of completion.
9. Value of work completed upto last month of tender closing/opening if the work is ongoing, with date of completion.
10. If the work is composite (i.e. .contains other type of works along with similar work) then the certificate should indicate bifurcated value of similar work (as per point 8 & 9 above) Total penalty imposed in the work OR similar work portion in a composite work. If No penalty is imposed, then write penalty NIL
11. If the certificate issuing company (client) is a Public Sector Units (PSUs) of Large Corporate and Reputed Industrial Houses, then proof of the client having turnover of more than 500 Crores shall be submitted.

**CERTIFICATE BY CONTRACTOR**

Name of Station:

Period:

1. In compliance to the provision of the minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us. I/We hereby declare that the labour engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, corporation is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour/labours.
2. Certified that all valid insurance policies as per GCC clauses are available. Copies of Insurance policies are enclosed/already submitted.
3. Certified that EPF Act 1952, Minimum Wages Act 1948, Workmen compensation Act 1923, Contract Labour Act 1938, Factories Act 1948 have been fully complied by me/us. Photocopies of challans for EPF/ESIC deposited are enclosed.
4. The cash payment if any has been made to the employees in presence of nominated In-Charge as per Minimum Wages Act 1948 (As per latest notification). The attached photo copy of ESIC & EPF challans has been verified from original.
5. Certified that out of ----- nos. of staff nos. has been paid through bank.
6. Certified that weekly off is given to all the employees and overtime payment, if required, is made to the concerned as per prescribed rates.
7. We have paid wages as per notification no ----- of later (which ever is applicable) Issued by State government/govt. of India.
8. I also undertake that, if at any point of time during progress of work it is found that any of the statutory provisions like EPF Act 1952; Minimum Wages Act 1948, Workmen compensation Act 1923, Contract Labour Act 1938, Factories Act 1948 etc. has not been complied with, then I shall be held morally, financially and legally responsible. I also undertake to indemnify Railway Administration for such lapses.

**Signature of contractor with seal**

**Nominated In-charge (Verified)**

## Financial DATA

Applicant's legal name..... Date

.....

Group Member's legal name.....Page.....of.....

Pages

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

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2019-20	2020-21	2021-22	2022-23	2023-24
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [=1-3]					
8.	Liquidity [=2-4]					
9.	Return on Equity					
10.	Gross Annual turnover					

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

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years
6. Return on Equity=Net Income/Share holders Equity  
Return on Equity=Net Income is For the full fiscal year(before dividends paid to common stock holders but after dividends to preferred stock).  
Share holder's equity does not include preferred shares.
7. The above Appendix shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

**ANNEXURE: F****Details of works Completed in last Three Financial Years& Current Year**

Please attach attested certificate from authorities who awarded the work & made payments giving full description of work & payment received.

SN	Description of work	Organization for whom executed	Approx. Value of Contract at the time of award (Rs.)	Date of award	Actual Date of start of work	Schedule Date of completion	Actual Completion Date	Final Value of Contract	Percentage penalty imposed against final value of contract

**ANNEXURE: G****Details of Works on Hand**

Please attach attested certificate from authorities who awarded the work & made payments giving full description of work & payment received.

SN	Description of work	Organization for whom being executed	Approx. Value of Contract at the time of award(Rs.)	Approx. Value of balance work	Date of award	Actual Date of start of work	Schedule Date of Completion / Date of Completion	Payment received till Date	Percentage penalty imposed against the payment received till date



**Certificate of Employment / Partnership , etc. of Retired Railway Employees**

(Ref :2.5.1.1 of GCC Services)

(To be filled by tenderer)

**Tender No.:** TMC/ATM/OUTSOURCING/(2026-28)

**Name of Work:** Deployment of 42 nos. ATM( Assistant Track Machine ) through outsourcing for operation & maintenance and working activities of Track Machines in NFR for a period of 2 years(24 months) w.e.f. issue of LOA.

I/We the undersigned hereby solemnly declare and certify that I/We do not have any of our relative/ relatives employed in the Indian Railway as mentioned below:

- (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 & administered by the President of India for the time being, or
- (b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or
- (c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or
- (d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least one year prior to the date of submission of the Bid as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be ,or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.
- (e) Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the GCC for Services.

Except the names as mentioned below:

1.....

2.....

3.....

And soon.

**NOTE:** Names, Designation, Name of Office, Headquarter of the Tenderer's Relative in Northeast Frontier Railway(Engineering Department)to be mentioned by the tenderer(s) in 1,2,3 and so on above.

**Signature & Seal of Tenderer(s)**

**Form of Declaration for Non-violation of any Labour Laws**  
(Ref: 2.5.2.1of GCC Services)

**Tender No.:** TMC/ATM /OUTSOURCING/(2026-28)

**Name of Work:** Deployment of 42 nos. ATM( Assistant Track Machine ) through outsourcing for operation & maintenance and working activities of Track Machines in NFR for a period of 2 years(24 months) w.e.f. issue of LOA.

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 hereby declare that if a declaration to this effect furnished as apart of this bid is found to be false ,I/We understand that the process for ' banning of businesses ' against me/us shall be initiated as per the extent rules.

**Signature & Seal of the Tenderer(s) with date**

**Form of Declaration for Disqualifying the Bidders During Evaluation**

*(Ref: Clause 2.5.2.2 of GCC Services)*

**Tender No.:**

**Name of Work:** : Deployment of 42 nos. ATM( Assistant Track Machine ) through outsourcing for operation & maintenance and working activities of Track Machines in NFR for a period of 2 years(24 months) w.e.f. issue of LOA.

I/We..... certify that me or any of my constituents have not been

- i. Terminated in any previous contract under clause no. 7.4 of the General Conditions of Contract for Services in **Northeast Frontier Railway zone**, within the previous 2 years from date of submission of bids of this tender.
- ii. Imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract in **Northeast Frontier Railway zone**, such a figure being specified, within the previous 2 years from the date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

I/We hereby understand that if the above declaration is found to be false, my/our offer shall be summarily rejected, and the process for the banning of businesses against me/us shall be initiated as per the extent of the rules.

**Signature & Seal of the Tenderer(s) with Date**

**FORMAT OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

(On non-judicial **stamp paper of ₹ 300/-** or the amount as per the concerned state stamp duty act, whichever is higher, which should be in the name of the Executing Bank)

(The Bank Guarantee (BGs) to be submitted by the suppliers/contractors should be sent directly to "Dy.CE/TMC, Principle Chief Engineer Office, 2nd Floor, Northeast Frontier Railway, Maligaon, Gwahati-781011" by the issuing bank under Registered Post A.D.)

To,  
Dy.CE/TMC/MLG, Northeast Frontier Railway  
For and on behalf of the PRESIDENT OF INDIA  
Principle Chief Engineer Office, 2nd Floor, Northeast Frontier Railway, Maligaon, Gwahati-781011

1. In consideration of the President of India (hereinafter called "the Government") having agreed to accept from M/s \_\_\_\_\_ (Name of Contractor with address)

(hereinafter called "the Contractor/s"), under the terms and conditions of an Agreement / Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_

and Divisional Railway Manager (Mechanical), Western Railway, Ahmedabad (hereinafter called "the Railway") for \_\_\_\_\_ (Name of Work) (hereinafter called "the said Agreement") the Performance Guarantee for the due fulfillment by the said contractor/s of the terms and conditions contained in the said agreement on production of a Bank Guarantee for ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We \_\_\_\_\_ (Name of Bank) (hereinafter referred to as "the Bank") at the request of the M/s \_\_\_\_\_ (Name of Contractor with address) contractor/s do hereby undertake to pay to the Government an amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

3. We \_\_\_\_\_ (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is by way of loss or damage caused to or would be cause to or suffered by the Government by reason of breach by the said contractor/s of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

4. We undertake to pay to the Government any money so demanded notwithstanding any disputes or disputes raised by the contractor(s) in any suit or proceedings pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

5. We \_\_\_\_\_ (indicate the name of the bank) further agree that the Guarantee herein, contained shall remain in force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Railways certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.

6. We, \_\_\_\_\_ (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any

of the powers exercisable by the Government against the said Agreement and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to the Sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor (s).

8. We, \_\_\_\_\_ (indicate the name of Bank) \_\_\_\_\_ undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

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

[P/Attorney] No.

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



भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
(रेलवे बोर्ड) (Railway Board)

No. 2018/CE-I/CT/9

New Delhi, Dated 09.06.2018

To  
As per list attached

**Sub:** Inclusion of 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders

**Ref:** (i) Railway Board's letter No. 2017/AC-II/9/10 Pt 3 dated 09.05.18  
(ii) Railway Board Letter No. 2017/AC II/9/10 Pt 1, dated 20.02.18

- 1 It has been decided by Board (MRS, MTR, ME, FC, CRB) that henceforth, all works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs 10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement
- 2 As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth:
  - (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement
  - (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System – the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option
  - (iii) The option so exercised, shall be an integral part of the bidder's offer
  - (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract
  - (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC
    - (a) The LC shall be a sight LC
    - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor

*Prem Sagar*  
*Pringle*

- (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
- (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The

*Pune Sagar*  
*Patil*

claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.

- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

- 3. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure-1.
- 4. Necessary changes in IREPS and IPAS e-applications have already been carried out, for having option for payment to contractors through LC.
- 5. This issues with the concurrence of Finance Directorate of Ministry of Railways.

*Prem Sagar*  
04.06.18  
(प्रेम सागर गुप्ता)

कार्यकारी निदेशक / सिविल इंजीनियरिंग(जी) / रेलवे बोर्ड  
[Rly no 030-44803, MTNL No.-011-23383379]

No. 2018/CE-I/CT/9

New Delhi, Dated 04.06.2018

Copy forwarded for information to:

- (i) PFAs, All Indian Railways.
- (ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

*Bedingh*

For Financial Commissioner/Railways

Copy MD/CRIS for information and necessary action.



### LIST FOR DISTRIBUTION

1. General Managers, All Indian Railways & Production Units
- 1a. General Manager (Con), N.F. Railway, Guwahati.
- 1b. General Manager /CORE, Allahabad
2. Principal Chief Engineers, All Indian Railways.
3. Chief Administrative Officers (Con), All Indian Railways.(Except N.F. Railway)
4. PFAs All Indian Railways
5. Chief Vigilance Officers, All Indian Railways
6. CAO, COFMOW, Tilak Bridge, New Delhi
7. CAO(R), Diesel Loco Modernisation Works, Patiala(Punjab)
8. CAO, Rail Coach Factory/Rae Bareilly Project, Kishanganj, Delhi -110007
9. CME, IROAF, 12<sup>th</sup> Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
10. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar.

Copy to:

(A)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, Railway Staff College, Vadodara
3. Director, IRICEN, IREEN, IRIMEE, IRISST, RPF Academy

(B)

1. MD, DMRC, Metro Bhawan, 13, Fire Bridge Lane, Barakhamba Road, New Delhi- 110 001
2. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp Apollo Hospital, New Delhi- 110076
3. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
4. MD, RITES Ltd., RITES Bhawan, Plot No 1, Sector-29, Gurgaon
5. MD, RVNL, August Kranti Bhawan, Plot No.25, 1<sup>st</sup> Floor, Bhikaji Cama Place, New Delhi.
6. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
7. MD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
8. MD, DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
9. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
10. MD, CRIS, Chanakyapur, New Delhi.
11. CMD, RailTel Corporation of India Ltd, Plot No 143, Institutional Area, Sector-44, Gurgaon - 122003

Copy to:

CRB, ME, MT, M(T), M(RS), FC, DG(S&T), DG(RS), DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec), AM(RS), PED(Projects), PED/SDE, PED(Bridges), PED(Vigilance), PED/Transformation, EDCE(P), EDTK(M), EDTK(MC), EDTK(P), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Pig), ED/Project(Mon.), ED(L&A), ED/SDE, ED(PSU).

*Pram Sagar*  
*Ading*

Annexure -1

Request letter from Executive branch to Accounts Office for opening of LC

Office of-----  
---Railway

No. \_\_\_\_\_

Dated \_\_\_\_\_

The PFA/ Sr.DEM/ Dy. FA  
HQ/ Division/ Workshop/ Cost

Sub. Opening of LC  
Ref: Supply Order/ Contract Agreement No. \_\_\_\_\_

It is requested to open a sight LC against the above referred Order/ Agreement in favour of \_\_\_\_\_

The details of beneficiary are as under:

- (i) Name of Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No
- (v) Contract Agreement No.
- (vi) Description of Goods/ Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary bank details:
  - a) Bank name
  - b) Address
  - c) Account No.
  - d) IFSC code

It is certified that the supplier/ contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of \_\_\_\_\_

(x1) Validity / Period for which LC is to be opened.

(Signature)

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

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

(Official Seal)

*Prem Sagar*  
*Reding*

LCD4 No. (18 DIGIT) IPAS GENERATED NO :  
Dated: \_\_\_\_\_

Reference: (i) Works Contract/ Supply Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
(ii) Inland Letter of Credit No. \_\_\_\_\_ Dated \_\_\_\_\_

The beneficiary of the aforementioned Letter of Credit No. (NAME AND VENDOR CODE) (Vendor Code as per IPAS) is entitled to receive payment aggregating INR 555 (FROM ABSTRACT OF BILL PASSED) out of a total LC amount of INR (FROM MASTER TABLE) (LC DATED) against the first/second commercial Invoice No (FROM IPAS) dated FROM IPAS for INR (FROM IPAS) raised against the above contract from State Bank of India branch (FROM LC MASTER TABLE) on the strength of this Certificate

S. No	Invoice No.	Invoice date	Invoice Amount (INR)	L.C.D.A No	L.C.D.A date	Amount paid (INR)
Total Paid						

LC BALANCE AFTER THIS PAYMENT: \_\_\_\_\_

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Official Seal \_\_\_\_\_

Pratt Sagar  
Bellingh.



भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
(रेलवे बोर्ड) (Railway Board)

No. 2018/CE-I/CT/4

New Delhi, Dated 17.10.2018

To,

As per list attached

**Sub:** Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

1. Clause 54 & 55 of Indian Railways General Conditions of Contract deals with Wages to labour and action in case of default of contractor to payment of wages.
2. In order to increase transparency in payment of Contract Labour wages and other payments, a web based e-application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in).
3. All contractors are required to upload details of their LoAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. The details so uploaded shall be available in public domain.
4. In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/ PUs etc. shall introduce a special condition in their tender documents of the tenders to be called henceforth. The special condition is as under:

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

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

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भारत सरकार Government of India

रेल मंत्रालय Ministry of Railways

रेलवे बोर्ड Railway Board

No. 2020/CE-I/CT/3E/GCC/Policy

Dated: 30.12.2020

To,

As per list attached

**Sub: - Indian Railways Standard General Conditions of Contract, July 2020  
(Bid Security/Earnest Money Deposit)**

**Ref: - Ministry of Finance OM No. F.9/4/2020-PPD, dated 12.11.2020 titled 'Bid Security/Earnest Money Deposit' (Copy enclosed)**

1. Ministry of Finance vide OM No. F.9/4/2020-PPD, dated 12.11.2020 titled 'Bid Security/Earnest Money Deposit', has advised to take from bidders Bid Security Declaration in lieu of Bid Security/Earnest Money Deposit, except wherever there are compelling circumstances to ask for Bid Security/Earnest Money Deposit.
2. The above instructions are to be complied with by all concerned.
3. Accordingly, following changes have been made in the IREPS:
  - a. At the time of creation of any new tender in IREPS works module, an option has been provided to the tendering authority for obtaining Bid Security Declaration in lieu of Bid Security/Earnest Money Deposit. In case this option is selected, the Bid Security/Earnest Money Deposit amount for the tender shall be NIL.
  - b. If the tendering authority decides to take Bid Security/Earnest Money Deposit, it shall be mandatory for the tendering authority to provide reasons, and upload the approval of competent authority for the same. The Competent Authority shall be the next higher authority to the authority competent to finalise the particular tender.
  - c. In case Bid Security Declaration in lieu of Bid Security /Earnest Money Deposit is allowed against a tender, the provision has been made in IREPS for the bidder to mandatorily submit the following declaration along with his offer:

**Bid Security Declaration:** I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., **the bidder shall be banned from submission of bids in any Works / Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.**

*Pr Singh*

*Prem Sagar*  
30.12.2020

- d. The provision has been made in IREPS for banning such defaulting bidders. Provision has also been made in IREPS to upload details of banned bidders – **unregistered as well as registered bidders** on IREPS.
- e. Whenever a bidder is banned or banning is revoked, a system generated SMS as well as e-mail shall be sent to bidder. Full details related to banning will also be available to IREPS registered firms through their IREPS account.
4. The competent authority to take decision on 'banning the bidder from submission of bids' shall be the authority competent to finalise the particular tender or the SAG level, whichever is higher. Once the decision on 'banning the bidder from submission of bids' is taken, the authority competent to ban the bidder from submission of bids shall inform IREPS 'Department Admin' of the Headquarters office of the Zonal/PU/Other Units like CORE, COFMOW, RDSO, CTIs etc, as the case may be, to ban the bidder on IREPS. 'Department Admin' shall ban such bidder/s on IREPS. The banning shall be effective w.e.f. the date & time when the same is done on IREPS by above 'Department Admin'.
5. In case partnership firm/ JV is banned, all members of partnership firm including firm/ all constituents of JV including JV shall be banned from submission of bids and details of all shall be uploaded on IREPS.
6. Once the above system of taking Bid Security Declaration is in force, Tender Committee or in case of Direct Acceptance Direct Accepting Authorities – both for tenders invited on IREPS or otherwise – shall check up on IREPS whether the bidder is banned or not from bidding on the **date of closing of tender**. For the above purpose, search facility has been provided on IREPS.
7. If the bidder is banned for submission of bids on the date of closing of tender, such bid, even if received, shall be treated as invalid while evaluating the bids.
8. If a bidder is banned for submission of bids, on the request of bidder in writing to tender calling authority, ban can be revoked by the authority who had banned the bidder earlier, on submission to Railways by bidder (including Start-ups, 100% Govt. Owned PSUs & Labour Co-operatives) an amount equivalent to FULL Earnest Money Deposit that would have been worked out by Railways for that tender as per existing instructions on the date of inviting tenders if Earnest Money Deposit would have been taken in place of Bid Security Declaration while inviting tenders.
9. On receipt of request from bidder for revocation of ban on submission of bids, the authority who had banned the bidder from submission of bids, shall intimate in writing to bidder the amount the bidder has to deposit with Railways. Bidder in turn shall deposit the required amount in Railway earnings and submit the receipt for the same. The railway authority that had banned the bidder will upload (i) the bidder's request, (ii) railway letter asking bidder to deposit required amount with railways and (iii) the receipt of the same, in IREPS and inform Department Admin through a letter to revoke the banning. The Department Admin will upload such letter and revoke the banning on IREPS.
10. Revocation shall be automatic on expiry of banned period. However, in case revocation is done before expiry of banned period, the banning shall stand revoked w.e.f. date & time when the same is done on IREPS by Department Admin.
11. The above instructions shall be followed for all works & service tenders on Indian Railways, published on or after 18:00 hrs of 16.01.2021 and shall be valid for all the tenders issued till 31.12.2021 (including 31.12.2021).

*[Signature]*

*[Signature]*

12. Railways are advised to suitably modify their tender documents accordingly.
13. This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

DA: as above

*Prem Sagar*  
(प्रेम सागर गुप्ता)

कार्यकारी निदेशक सिविल इंजी. जी(रेलवेबोर्ड)

[Phone: 030-44803(Rly): 011-23383379(MTNL)]

**No. 2020/CE-I/CT/3E/GCC/Policy**

**Dated: 30.12.2020**

Copy forwarded for information to:

1. The PFAs, all Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

*P Singh*

**For Financial Commissioner/Railways**

**LIST FOR DISTRIBUTION (No. 2020/CE-I/CT/3E/GCC/Policy Dt.: 30.12.2020)**

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

**(A)**

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernisation Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

**(B)**

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune - 411 001 (Maharashtra)
4. Director, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

**(C)**

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.CMD, RVNL, August Kranti Bhawan, Plot No.25, 1<sup>st</sup> Floor, Bhikaji Cama Place, New Delhi.
4. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
5. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.

6. MD, DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
7. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi-110021
8. MD, CRIS, Chanakyapur, New Delhi.
9. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
10. CME, IROAF, 12<sup>th</sup> Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi-110092
11. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
12. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
13. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.

**Copy to:**

**(A)**

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

**(B)**

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS, M/O&BD, M/Finance, Railway Board
2. Chief Vigilance Officers, All Indian Railways.
3. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), AM/L&A, PED(B&S), PED(Vigilance), EDCE(G), PEDCE(P), EDTK(M&MC), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED (Sig. Dev.), ED( Tele), EDRS(G), EDRE, EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.



## Annexure – I

(to R8 L. No. 2018/EnHM/13/01 dt. 29.06.2020)

Revision in Chapter 1 – NIT of SBD pertaining to Technical Evaluation criteria is as under-

### 1.2.2.1 Evaluation of Technical bid:

The bidder shall satisfy the following eligibility criteria by submitting documents in support of their claims along with the tender document itself to fulfil the minimum eligibility criteria :

(No change in S.No. 1, 3, 4)

S.No	Weigh- tage	Technical Criteria	Documentation	Scoring	
				EXISTING	REVISED
2	35%	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 25 times advertised value of work (b) 70 marks - 10 - 25 times advertised value of work (c) 50 marks - 5 - 10 times advertised value of work (d) 30 marks - 1.5 - 5 times advertised value of work	(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

### 1.2.2.2 -

EXISTING	REVISED
The Bidder shall be required to produce attested copies of the relevant documents in support of their credentials for being considered during technical evaluation. As per the marking assigned in the table above, each Bidder shall be assigned score for Technical Bid ( $S_{TB}$ ). Bidders who's $S_{TB}$ shall be 70 or above shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying marks of 70 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.	The Bidder shall be required to produce attested copies of the relevant documents in support of their credentials for being considered during technical evaluation. As per the marking assigned in the table above, each Bidder shall be assigned Score for Technical Bid ( $S_{TB}$ ). Bidders who's $S_{TB}$ 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.  Note for Railways : In case Railways had to discharge the tender due to rates not being reasonable or not finding any eligible bidder on the basis of 'Score for Technical Bid' ( $S_{TB}$ ) in the first round of tendering, suitable lower limit may be considered during the retendering.

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