

MECHANICAL DEPARTMENT

SEALDAH DIVISION

EASTERN RAILWAY



TENDER DOCUMENT FOR

“Dry Washing of Blanket including Border stitching and Embroidery stitching for two years”

Tender Notice No. : MC/WC/Blanket Clnq/2026

EASTERN RAILWAY
OFFICE OF THE SENIOR DIVISIONAL MECHANICAL ENGINEER
(CARRIAGE & WAGON)
SEALDAH DIVISIONAL OFFICE

Name of the work : “ Dry Washing of Blanket including Border stitching and embroidery
Stitching for two years”.

e-tender notice no: MC/WC/Blanket CIng/2026

1. E-tenders have been invited for and on behalf of president of India for the above mentioned work as per the tender notice number quoted above.
2. The prescribed form (herein after referred to as tender document) is hereby published for aforesaid works. This is being uploaded with the condition that tenderer agree to abide by the conditions laid down hereunder in this tender document
3. The Railway may, of its own or in response to any clarification requested/ suggested by any person including that from the tenderer, may modify this tender document at its sole discretion before the due date of opening of the tender.
4. This tender document includes many chapters as detailed hereunder and all the chapters including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation
5. Details of documents enclosed :

SI No	Details of documents enclosed	Page Number	
		From	To
1	Tender Notice	3	6
2	Declaration form	7	8
3	Form for Agreement	9	9
4	General Conditions of Contract	10	10
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Sr. Divisional Mechanical Engineer
For & on behalf of the President of India



Eastern Railway, Sealdah
No-MC/WC/Blanket Cing/2026
Dated 12.06.2026

For and on behalf of President of India, Sr. Divisional Mechanical Engineer, Eastern Railway, Sealdah, Room no 42, 1st Floor, DRM Building, Kaizer Street, Kolkata-700014 invites sealed Open Tenders on "TWO PACKET SYSTEM" in prescribed tender forms from reputed contractors with adequate experience and financial capability for the under mentioned work.

Item No	Description of work
1	Washing of Blanket including Border stitching and embroidery stitching for two years.

Item No	Tender value (in `)	Earnest Money (in `)	Duration of contract (in year)	Cost of Tender Documents (in `)	Bidding Start Date	Date and time of closing of tender	Date and timing of tender opening
1	2	3	4	5	6	7	8
1	33695993.93	318500.00	02	0.00	10.06.2026	06.07.2026 13:00 Hrs	06.07.2026 13:30 Hrs

INSTRUCTIONS TO TENDERERS

On behalf of the President of India, Sr. Divisional Mechanical Engineer, Eastern Railway, Kolkata- 700 014 (herein after referred to as "Railways") invites e-tenders from established and reliable contractors/tenderer for above mentioned work as set forth in the GCC, Instruction to Tenderer, Special Condition of the tender and is governed by General Conditions of Contract for Service issued by Railway with latest amendment.

The tenderer(s) must keep themselves updated through the website www.ireps.gov.in and newspapers regarding corrigenda, if any, to the Notice Inviting Tender or tender document, which shall be uploaded on the same website and also published in the newspapers. It is the responsibility of the tenderer to check any correction or any modification published subsequently on the website and the same shall be taken into account while submitting the tender.

- The tender is in Two Packet system i.e. i. Packet I-Technical Bid, ii. Packet II-Financial Bid.
- On due date of opening only Technical Bid will be opened for scrutiny to ascertain the suitability of Tenderers for the work. However, Financial bid (Packet-II) of only those tenderers will be opened who qualify in Technical Bid (Packet-I). **In the technical bid no price shall be mentioned. If the same is done the offer is liable to be rejected.**
- The offer shall contain information as under
 - Packet I should contain details of general matter pertaining to tender Viz PAN, Cost of Tender document and Earnest Money deposition document, ITCC details, Balance Sheet, Trade License, GST details, Details of experiences as required to qualify for eligibility criteria listed under heading "Eligibility Criteria", Acceptance and deviation Schedule, Tender Schedules duly signed which shall be the Technical Bid.
 - Packet II should contain Schedule of rate duly filled and signed which shall be the Financial Bid.

The e-Tender Forms (non transferable) are obtainable in website www.ireps.gov.in on remittance of Cost of Tender Forms (non-refundable) as indicated, either through **Net Banking Or Payment Gateway** only.
- The earnest money shall be deposited in any one of the following forms :-
 - Either through **Net Banking**, or
 - Through **Payment Gateway** only.

- iii. As per Railway Board's letter no 91/M(C)/137/23 dt 05/12/2014 and 91/M(C)/137/23 dt 08/06/2016, the firm having being registered under Micro and Small Enterprises (MSEs) of Central Ministries/ Departments/ Public Sector Undertakings (PSUs) will be provided Tender set at free of cost and will be exempted from payment of Earnest Money in this tender.
 - iv. If the date of opening happens to be a BANDH or Holiday, the tender will be opened at the same time on the following working day.
 - v. Earnest Money of the unsuccessful Tender will be returned after finalization of agreement with successful Tenderer. No interest will be paid on the deposited Earnest Money.
5. Tenders unaccompanied with full amount of Earnest Money (requisite amount according to the Tender Notice) under in any circumstances will not be entertained and will be summarily rejected.
 6. If the Bid is accepted, this earnest money mentioned above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 2.7 of this General Conditions of Contract. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
 7. If the successful Tenderer fails to commence the work within the target date indicated in such Letter of Acceptance the full amount of requisite Earnest Money will be forfeited.
 8. Railway Administration shall not be responsible for any delay / difficulties / inaccessibility of the down loading facility for any reason whatsoever. In case of any discrepancy between the tender documents down loaded from Internet and the master copy available in the office, the latter shall prevail and will be binding on the tenderer(s). No claim on this account shall be entertained.
 9. The Tenderer should note that actual work may vary and the Railway Administration will not be responsible for any variation.
 10. Tenderer must quote their rates as required in the schedule of rates of e-Tender. Rates should be quoted in Indian Rupees only.
 11. If any matters not specifically mentioned in this Tender Paper, the provision of General Conditions of Contract for Service as amended from time to time will govern this contract mutates-mutandis, on behalf of The President of India through Sr. Divisional Mechanical Engineer/E. Railway/Sealdah.
 12. The Tenderer should furnish all the details as asked and the rate as per schedule of works and other information in connection with the work positively, failing which their tender/offer is liable to be cancelled. ACCOMMODATION: No accommodation will be provided by the Rly for accommodation of the contractor or any of his staff employed on the work.
 13. MEDICAL ARRANGEMENTS: If a labour wish to get his treatment done at B. R. Singh Hospital or any Railway Dispensaries he may do so provided the contractor gives his consent in writing that he will pay in full the expenses incurred for the treatment of his labour. In the event, if the contractor not paying the expenses for treatment of his labour the amount will be deducted from his bill or outstanding dues.
 14. Passes: No passes, privilege ticket order and concession ticket order will be issued to the contractors or any of their labours and they shall pay full fares in force at the time to and from site of work.
 15. The contractor shall execute the Schedule items of works and be paid at the rates mentions against the item of the schedule of rates annexed hereto and the Railway Administration will not be responsible for payment of any extra charges what so ever except the matter indicated in scope of work that may be or have been incurred by the Contractor in course of execution of the work.
 16. Terms of Payment: The administration will make payment through ECS/EFT or Cheque. (i) Tendered to give consent in a mandate form for receipt of payment through ECS/EFT. (ii) Tender to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch name & Address, Account type Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by Bank. (iii) Tenderer to attach certificate from that Bank certifying the correctness of all above mentioned information. In case of non- payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.
 17. Payment terms: Bills shall be raised with joint inspection certificate for releasing the payment after statutory deductions as mentioned hereunder.
 - a. Income Tax @ 2% of bill value.
 - b. 2% Education cess on I. Tax and 1% Secondary & Higher Education cess on I. Tax.
 - c. Fine/Penalty, if any, imposed for unsatisfactory performance.
 - d. GST as applicable over gross billing value.

e. GST TDS @2% (1% for CGST and 1% for SGST or 2% for IGST)

18. Any payment towards GST will be the sole liability of the contractor. Railway will pay the bill including GST with current rate which may be variable either downward or upward. This will be adjusted in estimate in due time. The contractor has to furnish the previous monthly receipt of total amount of GST component to the Railways after paying towards concerned authority, otherwise the component of GST (as applicable) will be withheld and shall be made only after submission of necessary deposit challans.
Firm is to be registered under CGST/IGST/UGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UGST/SGST Act to Railway. In case of the firm is not liable to be registered under CGST/IGST/UGST/SGST Act, the Railway shall deduct the applicable GST from bill under reverse charge mechanism (RCM) and deposit to the same to the concerned authority.
19. Delay in payment of contractor's bill for a certain period under no circumstances is accepted as an excuse for not carrying out the entrusted job satisfactory within stipulated time.
20. The general terms and conditions of contract as per GCC for Service and amendment thereof as applicable and circulated time to time by the Eastern Railway Authority as well as other terms and conditions attached herewith shall be applicable in the contract and that shall be binding and lawful in the agreement so executed.
21. The Railway Administration reserves the right to reject any tender either in whole or in part without assigning any reason what so ever. Lowest offered rate of Tenderer may not be considered for accepting if the offered rates are not reasonable to carry out the total work.
22. Tenderers are requested to submit their offer online within the said date and time in website www.ireps.gov.in. No manual offer will be accepted.
23. Subletting of Tender is not permissible. The Railway Administration may decide to inspect the list of experienced personnel to assess their capability and reserves the right to decide in regard to suitability of the tenderer.
24. *The Tenderer shall submit a notarized affidavit on a non judicial stamp paper of ₹100.00 stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure V. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/ he is qualifying the Qualifying Criteria mentioned in the tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far his qualification for the tender is concerned.*

Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) of the contract forfeited and agency barred for doing business on Indian Railways for 05 (five) years.

The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as **"Documents supporting the claim of qualifying the laid down eligibility criteria"** will be considered for evaluating his/their tender.

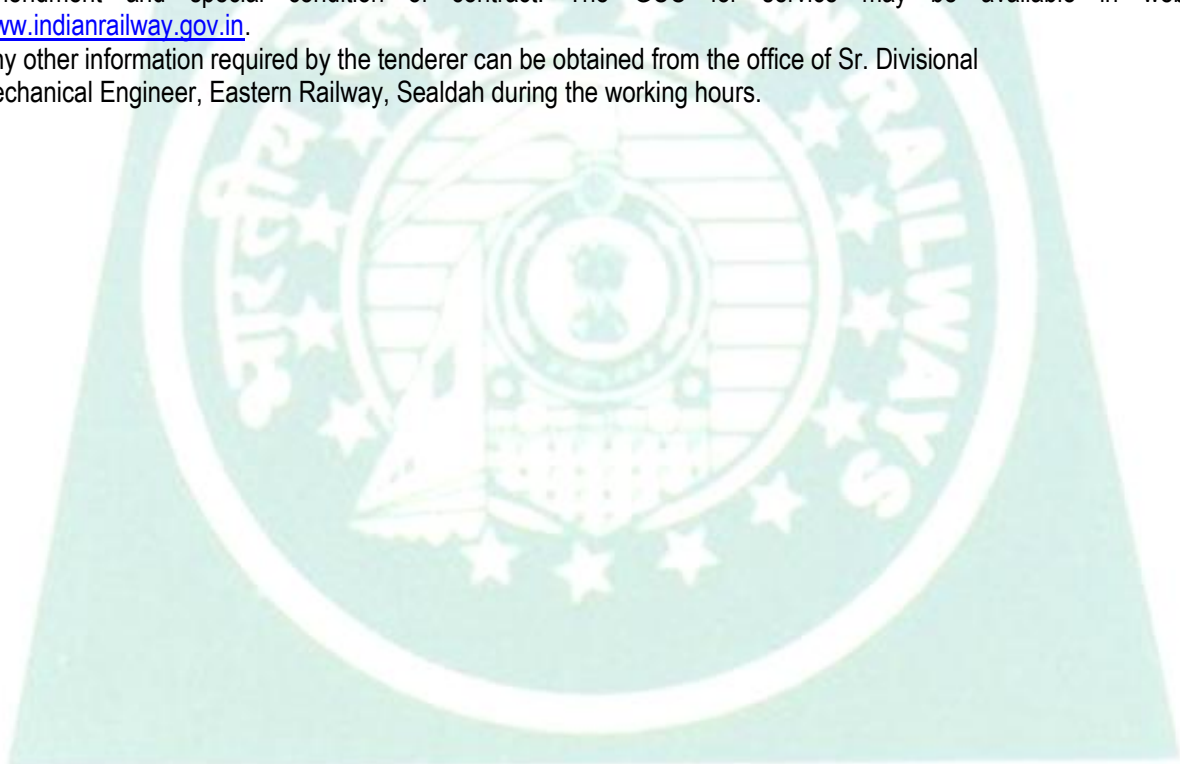
The following documents should be submitted along-with tender offer failing which the offer is liable to be rejected:

This tender is governed by General Condition of Contract for Services (Jan 2018) issued by Railway Board with latest amendments and Special Conditions of Contract. PART-I to PART-IV of the tender document will be governed by GCC for Services-2018. If any terms of Part-I to Part-IV contradict the terms of GCC (Services) in such case GCC for services-2018 will prevail. However wherever the terms of GCC for Services-2018 contradicts the Special Conditions of Contract (PART-V) of tender document, in such case Special Conditions of Contract will prevail. Tenderer must go through General Conditions of Contract for Services (available at www.indianrailways.gov.in) and Special Conditions of Contract (PART V) before

quoting the rates.

NOTE:

- a. The tender documents are not transferable and the cost of the tender document is also not refundable.
- b. The requirements of all criteria have to be complied in all respects before submission.
- c. Decision of the Sr. Divisional Mechanical Engineer, Eastern Railway, Sealdah regarding the acceptability of the scheme shall be final and binding. However, within the framework of the scheme as submitted by the tenderer & acceptable to Railways, the Railway can effect suitable modifications to details as necessitated by the provision of various codes, manuals, reference etc. or guidelines issued by Railway Board during the currency of the contract.
- d. Conditional tenders are liable to be rejected straight away. Railway reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- e. Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
- f. Tenderer should upload the scan copy of EM and cost of tender document if applicable deposition receipts.
- g. This tender is governed by General Conditions of Contract for Service 2018 issued by Railway with latest amendment and special condition of contract. The GCC for service may be available in website www.indianrailway.gov.in.
- h. Any other information required by the tenderer can be obtained from the office of Sr. Divisional Mechanical Engineer, Eastern Railway, Sealdah during the working hours.



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DECLARATION BY THE TENDERER

1. The tender document enclosed containing pages (---- No of pages containing tender documents and --
----- No of pages of enclosure). All the pages have been signed by me.

2. Details of cost of tender document:-

SN	Cost of tender document	Mode of Transaction	Transaction ID and Date	Name of the bank from where the transaction was made

3. Details of Earnest Money :-

SN	Amount of Earnest Money	Mode of Transaction	Transaction ID and Date	Name of the bank from where the transaction was made

4. Details of Bank account No:-

SN	Name of the Bank with address	Bank Account no.	Name of Payee	IFSC Code	Nature of Account	Option for payment through RTGS/NEFT (Yes/No)

5. Permanent Account No(PAN) :-

Name and style of Account holder	Permanent Account No(PAN)

6. Company's Registration no :-

Name and Nature of Company	Registration no

7. Service Tax Registration no :-

Name and Nature of Company	Registration no

8. VAT Registration no :-

Name and Nature of Company	Registration no

9. My business is not banned by Railway/Govt/Public Sector etc and I am legally eligible to bid with Railways.

Witness:

1.

2.

Signature of Tenderer(s)

DETAILS PARTICULARS OF TENDERER

01. Name/s of Tender/s _____

02. Whether Individual/firm/
Company/Co-operative
Society (duly registered)/
Proprietorship/Partnership _____

03. Permanent (i) Business address: _____

Telephone no. _____
Mobile no. _____
(ii) Residential Address: _____

04. If a firm :-
(a) Whether registered or unregistered, Partnership or
Proprietorship: _____
(b) Date and No. of Registration under Indian partnership
Act: _____
(c) In case of Power of Attorney, LAW Vetted _____
(d) In case of Partnership Firm, whether signatory is authorized and duly LAW
vetted _____

NOTE: TRUE COPY, DULY ATTESTED OR registered Partnership Deed is to be enclosed in case of partnership firm and copy of Certificate of Registration, under Indian Partnership Act, should also be enclosed.

05. If a Company: -
(a) Whether incorporated in India: _____
(b) Names and addresses of Directors: _____

NOTE:- A certified copy of the (i) Certificate of Incorporation (ii) Memorandum and Articles of Association, and (iii) last audited Balance Sheet and Profit & loss Accounts is to be enclosed.

06. If a Registered co-operative society of actual workers:-
(a) Name of the Society : _____
(b) Name of the President : _____
(c) Address: _____

(d) Date and No. of Registration of the Society : _____

FORM FOR AGREEMENT

CONTRACT AGREEMENT NO.

Date:

ARTICLES OF AGREEMENT made this.....day of.....Between the President of India acting through the Railway Administration here after called the "Railway" of the one part and Herein after called the "Contractors" of the other part.

Where as the contractors has agreed with the Railway for the performance of the work
set-forth in the schedule hereto annexed upon the General Conditions of Contract and the specifications of the railway and the special conditions and special specifications, if any and in conformity with the drawings hereinto annexed AND WHERE AS the performance of the said work is an act which the public are interested.

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

Contractor

Designation

(Sr. Divisional Mechanical Engineer,
Eastern Railway, Sealdah
For and on behalf of President of India)

Address

Date

Date

Witnesses

Signature of witnesses with
address to
Signature to Contractor

1)

2)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

Throughout this tender document the following definitions shall apply: -

- a) "Railway" shall mean the President of the Republic of India or the Administrative Officer of the Railway or of the Successor Railway authorized to deal with any matters which these presents and concerned on his behalf.
- b) "Chief Mechanical Engineer" shall mean the Officer-in-Charge of the Mechanical Department of Railway.
- c) "Engineer" shall mean the Sr. Divisional Mechanical Engineer,
- d) "Railway representative" shall mean the Asst. Mechanical Engineer, CDO, SSE(C&W), SE (C&W), JE (C&W) of the depot.
- e) The "Railway Administration" means Eastern Railway acting through Sr. Divisional Mechanical Engineer, Sealdah, Kolkata – 700 014 on behalf of the President of India.
- f) "Manager" shall mean the Divisional officers or equivalent officers of the user department i.e. Mechanical/Commercial/Operations/Safety/Finance/Health/ Engineering including S & T and Electrical of both Open line and Construction department including production units etc. in executive charge of the works (e.g. Sr.DME, Sr DOM, Sr DCM, CMS, Sr DEN etc.) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway.
- g) The "Inspecting officer"/"Inspector" means the official, firm or department nominated by the "Railway Administration" to inspect the work on his behalf and the deputies of the inspecting officer so nominated.
- h) The "Contractor" means the person, firm or company on whom the order for the execution of the work is placed and shall be deemed to include the contractors successors (approved by the "Railway Administration"), representative, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
- i) "Contract" means and includes the notice inviting tenders, instructions of contract, acceptance of tender, special conditions of contract, particulars and others specified or acted upon by the contractor and a formal agreement, if executed.
- j) "Works" shall mean the works to be executed in accordance with the contract.
- k) "Specification" shall mean specification for materials and works, Indian Railways issued under the authority of Sr. Divisional Mechanical Engineer or as amplified, added to or suppressed by special specifications if any, appended to the tender form.
- l) Drawing shall mean the drawing, plans and tracings or prints thereof annexed to the Tender Forms.
- m) "GCC" shall mean General Conditions of Contract for Service issued by Railway in January'2018.

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PART-I
ELIGIBILITY OF BIDDERS AND BID EVALUATION

1.1 Bid (Tender) Form

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

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

1.2 Minimum Eligibility Criteria

To participate in the Bidding process the Bidder(s) have to satisfy the following minimum eligibility criteria and submit necessary documents as indicated below along with the offer:

1.2.1 Technical Criteria (Experience in Similar Work)

As proof of technical experience/competence, the Bidder(s) must satisfy the following criterion –

Work Experience: The tenderer should have in the Qualifying period (i.e., current year and three previous financial years) completed# at least one similar single work or received payment against ongoing similar work for a minimum value of 35% of the advertised tender value.

Similar work means: -

Mechanised washing of bed rolls, Linen stock of Railway AC coaches . Tenderer should have operated with or without distribution if linen in mechanized laundry of minimum 1 ton capacity executed in any unit of Indian Railways or PSUs or Central/State government Establishments or public listed company/private company/trusts having average annual turnover of Rs. 500 crores and above

#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.

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

Notes:

The bidder shall submit details of work executed by them in the prescribed format 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.

1.2.2 Financial Criterion (Turn Over)

Financial Standing: The Bidders will be qualified only if they have minimum financial capabilities as below -

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

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

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

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

In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

1.3 System of Bidding: Two packet system of Bidding shall be **adopted for this tender**. On due date of opening, only Technical Bid will be opened for scrutiny to ascertain the suitability of Bidders for the work. However, Financial Bid of only those Bidders will be opened who qualify in Technical Bid.

Earnest Money Deposits of Bidders who do not qualify as per contents of Technical Bid shall be returned to them after finalization of bidding process.

1.4 Bid Evaluation System

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

For evaluation of bids, the technical criteria must be defined by the tender inviting authority in consultation with associate finance and approval of the tender accepting authority, as per the needs and specific requirements of the project in question.

Based on the type and specific requirements of the project the following methods of bid evaluation can be used, as considered appropriate.

Two Bid System / Two Packet System: This method of evaluation shall be used for this tender which is the procedure detailed below shall be adopted for dealing with 'Two Packets System' of Bidding:

With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. In this system, the Bidders shall upload their Technical offers along with Financial offers together.

The first packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable by meeting the minimum qualifying marks as provided in the technical criteria, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids. However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc.; communication can be initiated with the bidders. In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarifications shall be confined to the documents/information already submitted by the bidder.

1.4.1 Evaluation of Technical Bid

Bidder's Credentials:

The bidder shall submit details along with the offer in support of their bid as mentioned in the document. The system of assigning score shall be as per the bid document Annexure I if the offers come equal.

1.4.1.1 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.

1.4.1.2 The bidders shall submit an affidavit on a stamp paper to the effect that all the Documents submitted by him along with his bid are true. This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid. After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L1) for their authenticity. In case the credentials of L1 are not found to be in order, his 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 any, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, 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.

1.4.2 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 Annexure- I) 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.

1.5 Submission of Offers

A. Any individual(s) signing the Bid or other documents connected therewith shall specify whether he is signing.

- i. As sole proprietor of the concern.
- ii. As a partner or partners of the firm.
- iii. As a Director, Manager or Secretary of a Limited company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by memorandum of association.
- iv. As a lead partner / authorized signatory on behalf of JV firm.

a. Bidders shall submit their offers made as per the General Conditions of Contract in force on Eastern Railway as amended from time to time as well as these Special conditions of contract and Specifications for the work.

- b. In case of any deviation from the requirement of Bid specifications, Instructions to Bid or General & Special Conditions of Contract, and other conditions as annexed to this Bid document, the same should be brought out by the Bidder in Annexure VIII.
- c. All pages of the Bid document, enclosed serially, should be duly filled in by the Bidder wherever applicable and submitted along with the Bid duly signed and stamped on each page.
- d. The Bidder should avoid ambiguity in his offer e.g. his offer is to his standard sizes/lengths/dimensions. He should specifically state them in details without any ambiguity. Brief descriptions such as "Standard lengths" etc. should be avoided in the offer.

1.6 Effect and validity of offer

- i. The offer shall be kept valid for a minimum period of 60 days from the date of opening of Bid, within which the Bidder will not be entitled to rescind or withdraw his offer. Notwithstanding this, if the Bidder rescinds his offer within the period stipulated above, the earnest money deposited by him along with the Bid shall be liable for forfeiture and in that case the Bidder shall have no further claim on the amount deposited by him as earnest money.
- ii. The submission of any offer connected with the specifications and documents shall constitute an Agreement that the Bidder shall have no cause of action or claim against the "Railways" for rejection of his offer. The "Railways" shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the "Railways".
- iii. Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the Bidder. If necessary, the "Railways" will obtain clarification on the offers by requesting for such information from any or the entire Bidder, in writing as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.
- iv. There should be no discrepancy in rates quoted both in words and figures. In such an eventuality, the rates quoted in words will be considered for evaluation of the offer.

1.7 The tenderers shall submit a notarized affidavit on a non-judicial stamp paper of `100.00 stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure V. Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting document duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a. **Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.**
- b. **In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.**

1.8 System of Verification of Tenderer's credentials:

- I) For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "**Documents supporting the claim of qualifying the laid down eligibility criteria**", will be considered for evaluating his/their tender.
- II) The tenderer shall submit a notarized affidavit (To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/-.) The stamp paper has to be in the name of the tenderer stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure V. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- III) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

- IV) In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.
- V) The tender validity period is 60 days from the date of opening of the tender.

1.9 Care in Submission of Bids

- 1.9.1 Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates he enters in the Bid forms are adequate along with all materials, tools, and plants etc to accord with the provisions in Clause - 4.42 of the General Conditions of Contract, Services for the delivery of services to the entire satisfaction of the Manager.
- 1.9.2 When the service is bidden for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf.
- 1.9.3 Railway shall not be bound by any power of attorney granted by the Bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

1.10 The following documents should be submitted by the tenderers along with the tender:

- (i) Affidavit (Annexure-V)
- (ii) List of Works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given (Annexure VII).
- (iii) List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.
- (iv) PAN (legible photocopy).
- (v) Valid trade licence. Invalid trade licence will not be accepted.
- (vi) GST certificate, MOU/MOA, AOA, Power of attorney, authorization letter, Deed of Partnership etc whichever is applicable.
- (vii) MSME / NSIC certificate, if any.
- (viii) Mandate form filled in all respects and signed.
- (ix) Acceptance deviation clause.

Note: In case of (iii) and (ii) above,

Supporting documents/certificates from the organizations with whom they worked/are working should be enclosed. Certificates for works executed for private individuals / organizations shall not be considered.

i. The tenderer(s) should provide description of work, organization for which the said work has been executed, approximate value of contract at the time of award, payment received in the qualifying period, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given. Supporting documents/certificates from the organizations for which the tenderer has worked should be enclosed. The authorized signatory of the organization should sign the certificates submitted by the tenderer.

ii. Tenderer shall submit documents in the form of attested certificates from employer/client, audited balance sheets duly certified by Chartered Accountant, TDS certificates or annual income tax returns filed with Income Tax Department, as proof of total contract amount received during the qualifying period being at least 150% of the advertised value of the tender.

iii. The tenderer must establish that he follows all Labour laws and makes payment to his staff in accordance with relevant Acts through documentary evidence like registration for EPF, ESIC Code No. They must compulsorily submit the registration certificates in this regard.

iv. Proof of registration as MSE in case the tenderer wants to avail the benefits rendered to MSEs regarding exemption of EMD and TDC.

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

vi. Acceptance/Deviation Schedule (Annexure VIII)

vii. Mandate form for EFT/NEFT

In the absence of above documentary proof/certificates, the tender may not be considered and rejected summarily.

PART-II
GENERAL REGULATION FOR TENDERS AND CONTRACTS

- 2.1 Joint Venture (JV) Firms in Bids**
- 2.1.1 Participation of Joint Venture (JV) Firms in Service Bids:** This Clause shall be applicable in the Bids, where participation of JV has been allowed as per bid document.
- 2.1.1.1** Separate identity/name shall be given to the Joint Venture Firm.
- 2.1.1.2** Number of members in a JV Firm shall not be more than three, if the service involves only one department (say Mechanical or commercial or Medical) and shall not be more than five, if the work involves more than one department.
- 2.1.1.3** A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same Bid.
- 2.1.1.4** The Bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- 2.1.1.5** Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- 2.1.1.6** A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 2.1.1.7** On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per clause 2.7. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 2.1.1.8** On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter- alia, following Clauses:
- (a) Joint and Several Liability** - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - (b) Duration of the Joint Venture Agreement** - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the service is completed.
 - (c) Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.
- 2.1.1.9 Authorized Member** - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Bid/contract. All notices/correspondences with respect to the contract would be sent only to this authorised member of the JV Firm.
- 2.1.1.10** No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said bid/ contract.
- 2.1.1.11 Documents to be enclosed by the JV Firm along with the Bid:**
- 2.1.1.11.1** In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
- (a) Notary certified copy of the Partnership Deed,
 - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- 2.1.1.11.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- (a) Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

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

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

2.1.1.11.4 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in Bids/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

2.2 Disqualification of Bidders

2.2.1 Employment /Partnership etc. of Retired Railway Employees

2.2.1.1(a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer

working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or

(b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or

(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 authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder. as the case may be, shall be rejected.

2.2.2 Should a Bidder or contractor being an individual on the list of approved Contractors, have a

relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 2.14 of the General Conditions of Contract.

2.2.2.1 If the bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

2.2.2.2 The contractor shall be disqualified from participating in the bidding for services in a Railway division,

(i) If any previous contract of the bidder or any of its constituents had been terminated under clause 2.14 in that Railway division, within the previous 2 years from date of submission of bids.

(ii) In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

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

2.3 Right of Railway to Deal with Bids

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

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

2.4 Execution of Contract Document

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

2.5 Form of Contract Document

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

Specimen Bid and Agreement forms are placed in tender document.

2.6 Indemnity by Contractors

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

2.7 Performance Guarantee

- 2.7.1** Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value in four separate parts of 1.25 % each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.
- 2.7.2** 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 5% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 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.
- 2.7.3** The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations up to the determination of the contract

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

2.7.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value -

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

Note –

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

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

2.7.7 The Performance Guarantees (PG) 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.

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

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

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

2.8 Force Majeure

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

final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

2.9 Illegal Gratification

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

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

2.10 Removal of Improper Materials/ Tools and Plant

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

- (a) The removal from the site within the time specified in the order of any materials which in their opinion are not in accordance with the procedures/ specifications.
- (b) The substitution of proper and suitable materials/ tools and plants, and
- (c) In case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 2.14 of these conditions.

2.11 Suspension of Services

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

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

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

2.11.3 Suspension Lasting More Than 3 Months:

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

2.12 Clearance of Site on Completion:

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Manager. No final payment in settlement of the accounts for the services shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected by her, and such clearance may be made by the Manager at the expense of the Contractor in the event of her failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Manager to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal, there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Manager.

2.13 Environmental Requirements

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Indian Railways environmental policy, which is to conserve energy, water, wood, paper and other resources,

reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment

2.14 Determination of Contract Owing to Default of Contractor

If the Contractor should –

- (a) Become bankrupt or insolvent, or
- (b) Make an arrangement with or assignment in favour of her creditors, or agree to carry out the contract under a Committee of Inspection of her creditors, or
- (c) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (d) Have an execution levied on her goods or property on the services, or
- (e) Assign the contract or any part thereof otherwise than as provided in Clause 4.5 of GCC, Services. or
- (f) Abandon the contract, or
- (g) Persistently disregard the instructions of the Manager, or contravene any provisions of the contract, or
- (h) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (i) Have been imposed with maximum cumulative penalty as per Clause 4.17.1 of GCC, Services, or
- (j) Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or
- (k) Have been condemned or rejected under Clause 4.25, 4.27 and 4.28 of these Conditions, or
- (l) Fail to take steps to employ competent or additional staff and labour as required under Clause 4.26 of GCC, Services, or
- (m) Fail to afford the Manager or Manager's representative proper facilities for inspecting the services or any part thereof as required under Clause 4.29 of GCC, Services, or
- (n) Promise, offer or give any bribe, commission, gift or advantage either herself or through his partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway.
- (o) At any time after the Bid relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admits as one of its partners or employees under it, or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever, any retired officer of the Gazetted rank or any other retired Gazetted officer working before her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such officer, unless such officer has obtained permission from the President of India or any officer duly authorised by her in this behalf, to become a partner or a director or to take employment under the contract as the case may be, or
- (p) Fail to give at the time of submitting the said bid:
 - (i) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said Bid, or
 - (ii) The correct information as to such officers obtaining permission to take employment under the Contractor, or
 - (iii) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or
 - (iv) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or
 - (v) Being such a retired officer suppress and not disclose at the time of submitting the said Bid the fact of her being such a retired officer or make at the time of submitting the said Bid a wrong statement in relation to her obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor. Then and in any of the said clause, the manager on behalf of the Railway may serve the Contractor with notices stipulated in the clauses 2.15, 2.15.1 & 2.15.2.

2.15 Performance Notice

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

performance notice. If the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 2.15.1.

2.15.1. Seven Days' Notice

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

2.15.2. Termination Notice

If no action to commence the service or improve the quality thereof is taken by the contractor within the 7 days notice period, then a final termination notice as per **Annexure IV** shall be issued.

2.16 Right Of Railway After Rescission Of Contract Owing To Default Of Contractor:

In the event of any or several of the courses, referred to in clause 2.15.2, being adopted:

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

2.16.2. The Manager or the Manager's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the services wherever applicable or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the services wherever applicable or any part thereof until the completion of the services without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

2.16.3. The Manager shall as soon as may be practicable after removal of the Contractor fix and determine *ex parte* or by or after reference to the parties or after such investigation or enquiries as she may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the services then actually done by her under the contract and what was the value of any unused, or partially used materials, any tools and plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Manager should be released expeditiously.

2.17 SETTLEMENT OF DISPUTES -INDIAN RAILWAY ARBITRATION RULES

2.17.1 Matters Finally Determined by the Railways

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the GM and the GM shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Clauses **3.5, 4.13, 4.22.4, 4.41.1, 5.4.2, 5.5.2. (c), 6.5, 6.6, 6.7, 6.8, 7.1, 7.2, and 7.4 and sub clauses thereof** of General Conditions of Contract for Services or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

2.17.2 Demand for Arbitration

2.17.2.1 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63 of these Conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

(b) The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver, in writing, after dispute having arisen between them, in the format given in GCC for Service.

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

- (b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- (c) The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- (d) Place of Arbitration : The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

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

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

2.17.3 Obligation During Pendency of Arbitration

2.17.3.1 Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

2.17.4 Appointment of Arbitrator :

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

- (a) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.
- (b) In cases not covered by the Clause 2.17.4.1(a), the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

2.17.4.2 Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off : The Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

2.17.4.3 (a) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates her/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in her/their place in the same manner in

which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

(C) Qualification of Arbitrator(s):

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

(b) Retired Railway Officers not below SA Grade level, three years after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years. (i) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. (ii) While appointing arbitrator(s) under Sub- Clause 8.4.1 (a), 8.4.1 (b) and 8.4.2 above, due care shall be taken that she/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of her/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of her/their duties expressed views on all or any of the matters under dispute.

(d) (i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from. (ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award. (iii) A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

2.17.4.4 In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

2.17.4.5 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

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

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

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

PART-III
LABOUR MANAGEMENT

3.1 LABOUR LAWS AND RELATED OBLIGATIONS

3.1.1 Independent Contractor

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

3.1.1.2 To ensure compliance of labour laws in a service contract the bidder shall be disqualified or consideration of award of the bid if she/they have been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc. The declaration to this effect shall be furnished by the bidder as a part of his bid document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extant rules.

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

- a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.
- b) Provision for recording anonymous complaints from workers, citizens etc. regarding violation of labour laws by Contractor

3.1.1.4 The Railways shall ensure that the contractor shall pay the wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor will be required to submit every month, documentary evidence in the form of Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail in Indian Railways taking up any measure to ensure the payment of wages including, but not limited to, with holding contractor's on-account bills.

3.2 Legal Obligations

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

- Contractor Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948
- Employees' Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- GCC-Services 2018, GCC of this tender

3.3 Labour Law Awareness

3.3.1 The contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third Party agency for the awareness of labour laws, grievance redressal mechanism and other provisions applicable to her staff, workers, labour employed by his directly or indirectly in service of the Railways. The contractor must submit relevant documentary proof to Railways of having conducted such training to all workers.

3.3.2 The contractor must provide a comprehensive booklet (that is approved by Indian Railways) containing all the relevant updated labour legislations, rules and other applicable provisions, to every worker at the outset of the contract in the local vernacular language. While all the laws mentioned in **Clause 3.2** are applicable to labour, some of the statutory provisions of the key legislations are provided as follows-

3.4 Provisions of Contract Labour (Regulation and Abolition) Act, 1970/Rules 1950

3.4.1 The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

3.4.2 The registration of the principal employer and the establishment shall be ensured before the commencement of the contract.

3.4.3 Contractors employing more than 20 workers shall obtain License from the Asst. Labour Commissioner before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

3.4.4 The Contractor shall send half yearly return in (in duplicate) to Indian Railways and to the Licensing Officer, so as to reach the Railways and Licensing Officer concerned not later than 30 days from the close of the half year. (Half year for the purpose of this rule means a period of 6 months commencing from 1st January and 1st July of every year).

3.4.5 The Contractor shall pay to the labour employed by her directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by her.

3.4.6 In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

3.4.7 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a worker employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent liability of the Railway, due to the contractor's failure to fulfil her statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act.

The Railway shall be at liberty to recover such amount or part thereof by deducting it from any sum due by the Railway to the contractor whether under the contract or otherwise.

The Railway shall not be bound to contest any claim made against it under Sub- Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon her giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

3.4.8 The actual area of working i.e. Station/Colony shall be registered with the regional, central labour commission office.

3.4.9 Duties of Principal Employer: it is the duty of a Principal Employer to ensure the amenities as described under sections 17, 18, 19 of Act, shall be provided by the Contractor within the prescribed time limit. Otherwise, such amenities shall be provided by the Principal Employer and necessary deductions shall be made to the extent facilities provided (section 20).

3.4.9.1 Contractor's Responsibilities: The following provisions shall be made by the contractor under the law-

(a) **Canteen** - The necessary refreshment stalls shall be provided for the workers where the workforce is more than 100 by the Contractor.

(b) **Rest Rooms**- Provision of rest rooms is essential wherein the labour is required to halt at night in connection with the work.

(c) **Drinking Water & Sanitation** - Provision of wholesome drinking water/ urinals/washrooms/ washing facilities/supply of dungaree cloth, soap solution, coconut oil etc. shall be ensured to the contract labour.

Contractor shall permit inspection of all drinking water and sanitation arrangements at all times by the Manager, the Manager's Representative or the Medical Staff of the Railway.

Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost therefore recovered from the Contractor.

(d) **First Aid Facilities**- Provision of First Aid facility shall be provided and maintained by the contractor during all working hours. The first aid box shall be equipped with prescribed contents as **provided in Annexure XVI** at the working place. (Section 19) First aid boxes shall be provided and maintained so as to be readily assessable during all working hours at the rate of not less than 1 box for 150 contract labour or part thereof ordinarily employed.

3.4.10 Payment of Wages:

(a) The responsibility for payment of wages lies with the contractor (Section 21) who shall be responsible for payment of wages to each worker employed by her as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.

(b) Every Principal Employer shall nominate a representative duly authorized by him to be present at the time of Disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.

(c) The Minimum Rate of Wages for all Workers as notified by Regional Labour Commissioner shall be paid through Banks.

(d) The Contractor shall ensure the Bank remittance of salaries for all her employees and necessary documents in this connection shall be furnished to the Railways for claiming monthly bills.

(f) In case of revision of rates of minimum wages, the contractor must also submit documents regarding revision notifications of Minimum wages (Wages and VDA).

(h) Date of payment of wages to workers by the Contractor must be as follows-

Employees less than one thousand (1000)	Employees more than one thousand (1000)
Before expiry of the seventh (7) day after the last day of wage period	Before the expiry of tenth (10) day after the last day of wage period

(h) Any worker terminated by the contractor, the wages earned by the worker shall be paid before expiry of second working day from the day on which their employment is terminated.

(i) All payments of wages shall be made on a working day at the work place and during the working hours. Final payment shall be made within 48 hours of the last working day.

(j) **Deductions:** Wages shall be paid without any deductions of any kind except those specified by the state government and permissible under the payment of wages act 1936.

3.5 Minimum Wages Act, 1948 / Rules 1950

The Contractor shall be responsible for ensuring compliance with the provision of the *Minimum Wages Act, 1948* (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty contractors or sub- contractors employed by her/them.

Following are the salient features of the Minimum Wages Act, 1948 for which the **contractor shall produce a certificate of compliance which shall be verified by the Railway Manager and placed on record.**

3.5.1 Wages to Labour:

A (a) The Contractor shall display of Notices in English and Hindi/Local vernacular language in the workplace and other wise make all workers aware regarding the minimum rates of wages fixed, hours of work, wage period, abstract of laws & rules made there under, date & place of payment, Name, address & contact details of the Labour Enforcement Officer.

(b) The contractor shall maintain the Register of Muster Roll, Register of Wages, Register of Fines, Register of deductions for damages/loss, Register of Overtime, Log Book, Measurement Book at the workplace in the prescribed formats under the law.

(c) The contractor shall issue monthly wage slips as per **Form provided in Annexure IV** to all workers showing the details of the gross wages, deductions if any and the net wages.

(d) The Contractor shall submit Annual Return in the prescribed form to the concerned Labour Enforcement Officer (Central).

B. Contractor is to abide by the provisions of Payments of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation 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) Contactor 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 Shramik kalyan 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 Shramik kalyan 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.

C. While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee/ Security Deposit', contractor shall submit a Certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month, _____Year. (Railway Board letter no 2018/CE-I/CT/4, dt 17/10/2018)

3.5.2 Proof of Payment of Wages: Bank remittance of salaries of all the Contractor's workers and to produce the documents to the effect to Railways for claiming monthly bills.

3.5.3 Weekly Rest: The contractor shall also provide weekly rest on staggered basis to all workers and comply with all other provisions of the law.

3.6 Provisions of Payments of Wages Act

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all employees directly or through petty contractors or sub-contractors employed by her in the services/works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or subcontractors shall supply any labour to be used wholly or partly under the direct orders and control of the Manager whether in connection with the works to be executed hereunder or otherwise for the purpose of the Manager, such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Manager shall be deemed to be moneys payable by the Manager on behalf of the Contractor and the Manager may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Manager upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

3.7 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

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

3.7.1 Employees' Provident Fund Scheme, 1952

3.7.1.1 Payment of Contributions

(a) The employer shall, in the first instance, pay both the contribution payable by himself (in this Scheme referred to as the employer's contribution) and also, on behalf of the member employed by her directly or by or through a contractor, the contribution payable by such member (in this Scheme referred to as the member's contribution).

(b) In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this Scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this Scheme referred to as the employer's contribution) and also administrative charges.

(c) It shall be the responsibility of the principal employer to pay both the contribution payable by herself in respect of the employees by or through a contractor and also administrative changes.

Explanation: For the purposes of this paragraph, the expression "administrative charges" means such percentage of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concessions admissible thereon) for the time being payable to the employees other than an excluded employee, and in respect of which Provident Fund Contribution are payable as the Central Government may, in consultation with the Central Board and having regard to the resources of the Fund for meeting its normal administrative expenses.

3.7.2 Employees' Pension Scheme, 1995

Para 3 (1): From and out of the contributions payable by the employer in each month under Section 6 of the "Act" or under the rules of the Provident Fund of the establishment which is exempted either under clauses (a) and (b) of sub-section (i) of Section 17 of the Act or whose employees are exempted under either paragraph 27 or paragraph 27-A of the Employees' Provident Fund Scheme, 1952, a part of contribution representing 8.33 per cent of the Employee's pay shall be remitted by the employer to the Employees' Pension fund within 15 days of the close of every month by a separate bank draft or cheque on account of the Employees' Pension Fund contribution in such manner as may be specified in this behalf by the Commissioner. The cost of the remittance, if any, shall be borne by the employer.

Para 3(2): The Central Government shall also contribute at the rate of 1.16 per cent of the pay of the members of the Employees' Pension Scheme and credit the contribution to the Employees' Pension Fund:

Payment of Contribution:

(a) The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by her directly or by or through a contractor.

(b) It shall be the responsibility of the Principal employer to pay the contributions payable to the Employees' Pension Fund by herself in respect of the employees directly employed by her and also in respect of the employees employed by or through a contractor.

3.7.3 Employees' Deposit Linked Insurance Scheme, 1976

3.7.3.1 Contribution (Para 7 & 8):

(a) The contribution payable by the employer and the Central Government under sub-section (2) and sub-section (3) of Section 6-c of the Act, shall be calculated on the basis of the basic of the basic wages, dearness allowance (including the cash value of any food concession) and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis.

Provided that where the monthly pay of an employee exceeds fifteen thousand rupees, the contribution payable in respect of her by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of fifteen thousand rupees including dearness allowance, retaining allowance (if any) and cash value of food concession.

(b) The contribution by the employer shall be remitted by her together with administrative charges at such rate as the Central Government may fix from time to time under sub-section 4 of Section 6-c of the Act, to the Insurance Fund within

fifteen days of the close of every month by a separate bank draft or cheque or by remittance in cash in such manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.

(c) It shall be the responsibility of the employer to pay the contribution payable by herself in respect of the employees directly employed by her and also in respect of the employees employed by or through a contractor.

3.7.3.2 Reporting of Accidents to Labour: The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by her on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Manager or the Manager's Representative and shall make every arrangement to render all possible assistance.

3.7.3.3 Duties of Contractors: With reference to the provisions of Clause 3.7 above, it shall be the primary duty of the employer (contractor) to ensure compliance with the provisions of the said Acts. Every contractor shall, within seven days of the close of every month (or any other period specified by the Railways), submit to the principal employer a documentary proof of having complied with the aforementioned Acts (as applicable) which shall be mandatory before the on account bills are cleared.

The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub - Contractors on the works/ services.

3.8 Medical Certificate of Fitness for Labour

For the purpose of execution of work/services under the contract, unless a medical certificate of fitness granted to each worker by a certifying surgeon certifying that he/she is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by her in this behalf and the person carries with her, while at work, a token giving a reference to such certificate.

3.8.1 Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time as per GCC for Services-2018. The certifying surgeon shall revoke a certificate granted or renewed if in her opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he/she shall, if so required by the person concerned, state his/her reasons in writing for doing so.

3.8.2 Medical Re-Examination of Labour: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, she may serve on the Contractor or on the person nominated by her/him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless she has been medically examined and certified that she has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:

(1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII) to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon must be a medical officer in the service of State or Municipal Corporation.

3.9 Police Verification of Labour employed by Contractor:

The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways.

3.10 Mandatory Compliance of Government Schemes:

The contractor must ensure and provide documentary evidence for the following-

3.10.1 All the workers or labour employed directly or indirectly by the contractor must be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.

3.10.2 All the workers or labour employed directly or indirectly by the contractor between the ages 18 - 70 years must be enrolled under the Pradhan Mantri Suraksha Sima Yojana (PMSSY), an accident insurance scheme which will be a one year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.

3.10.3 All the workers or labour employed directly or indirectly by the contractor between the ages 18 - 50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Sima Yojana, an insurance scheme which will be a one year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.

3.10.4 The contractor must submit documentary evidence to show the coverage of all her workers or labour under the above mentioned schemes at all times during the contract period on an annual basis.

3.11 Digital Contract Labour Management System:

A comprehensive computerized contract labour management system for creating a database and monitoring attendance is crucial for efficient performance and for safeguarding workers' welfare. This system shall be put in place by the contractor or by Indian Railways, as decided by the Railways and as per the special conditions of contract. Use of this

system shall be mandatory in labour intensive service contracts i. e. housekeeping etc. In other service contracts, a special mention of the applicability of this clause shall be made in the special conditions of the contract. The important features of the computerized contract labour management system shall be as follows-

- **Database** - Maintenance of certified identification and demographic details for contract workers - A detailed biodata of each contract worker shall be saved in the system with details like - personal, educational, family, hometown, police verification, medical, insurance, PF registration etc.
- **Certified identification** - Identification data issued by Government or reliable agencies like Nation ID (Aadhar Card), Voters ID, driving license, PAN card etc. to be stored in the application.
- **Identity Card generation** - An identity card with details like site, blood group, photographs can be incorporated on the card, along with a colour band based on the category of labour.
- **Biometric details** like - photograph, fingerprint, iris-map to be stored in the system for authentic identification of contract workers. Biometric authorization is a reliable method to curb **Proxy Attendance**.
- **Attendance data** - All entries and exits to be recorded in time and attendance machines - using fingerprints or proxy card. Another attendance in between the entry and final exit can also be recorded, on case by case basis, if deemed necessary.
- **Restricted Entry** - A contract worker can be denied entry on infringement of any vital requirement like expiry of medical or accident Insurance, driving license, contract terms, work permit dates etc.
- **Shift Logic** -The system can be used to manage the shift logic- so that overtime, double shifts if any can be logged in the system and systemic restrictions can be placed to prevent double shifts, unless Railway supervisor approves the request digitally/otherwise.
- **Time sheet generation** - Time sheets shall be generated on a daily, weekly or monthly basis or any other frequency as specified by the Indian Railways.
- **Consumables** - Material issued to or returned by contract worker is recorded in the system, as applicable (optional)
- **Safety, Performance and Labour Law training** - The dates of safety, performance and labour law training to be stored in the system which can raise an alert when refresher training is due.

In case of Emergency-

- **Who's where** - in case of an emergency and disaster recovery it is important and the application provides the count and location of contract workers.
- **Alerts** - Pre-defined email and SMS alerts, notifications and exception reports can be generated which can be utilized by Railways staff, supervisors etc. to manage service contracts efficiently.

3.12 Environmental Requirements

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

3.13 Data Protection

3.13.1 Where the Contractor is processing Personal Data, as a Data Processor for the Indian Railways, the Contractor shall:

- (a) Process the Personal Data only in accordance with instructions from Indian Railways (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Indian Railways;
- (b) Comply with all applicable laws;
- (c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
- (d) Implement appropriate technical and organisational measures to protect the Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- (f) Obtain prior written consent from the Authority in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
- (g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed or processed outside of India without the prior written consent of the Indian Railways
- (h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause
- (i) Ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Railways
- j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Railways or in compliance with a legal obligation imposed upon the Railways; and

3.13.2 Notify the Indian Railways (within five Working Days) if it receives:

- a) A request from a Data Subject to have access to that person's Personal Data; or
- b) A complaint or request relating to the Indian Railways' obligations under the law;

3.13.3 The provision of this clause 3.13 shall apply during the Contract Period and indefinitely after its expiry.

3.14 Intellectual Property Rights

3.14.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, software, patents, patterns, models, designs or other material (the "IP Materials"):

a) Furnished to or made available to the Contractor by or on behalf of the Railways shall remain the property of the Railways; and

b) Prepared by or for the Contractor on behalf of the Railways for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Railways and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

3.14.2 The Contractor hereby assigns to the Railways, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause 3.14.1 (b). This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

3.14.3 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.

3.14.4 The Contractor shall ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Contract, grants to the Railways a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Railways an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Railways to sub- license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Railways.

This is particularly relevant to any digital contract management system developed for Indian Railways as per clause 3.11.

3.14.5 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Railways harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Railways may suffer or incur as a result of or in connection with any breach of this clause.

3.14.6 The Railways shall notify the Contractor in writing of any claim or demand brought against the Railways for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

3.14.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

(a) Shall consult the Railways on all substantive issues which arise during the conduct of such litigation and negotiations;

(b) Shall take due and proper account of the interests of the Railways; and

(c) Shall not settle or compromise any claim without the Railways' prior written consent (not to be unreasonably withheld or delayed).

3.14.8 The Railways shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Railways or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract and the Contractor shall indemnify the Railways for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

3.14.9 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Railways and, at its own expense and subject to the consent of the Railways (not to be unreasonably withheld or delayed). Use its best endeavours to:

(a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or to the substitute Services; or

(b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Railways, and in the event that the Contractor is unable to comply with sub-clauses (a) or (b) above within twenty Working Days of receipt of the Contractor's notification the Railways may terminate the Contract with immediate effect by notice in writing.

3.14.10 The Contractor grants to the Railways a royalty-free, irrevocable and non- exclusive license (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Railways reasonably requires in order exercise its rights and take the benefit of this Contract including the Services provided.

3.15 (a) The contractor shall issue Employment Card to its workmen in Annexure III within three days of employment. (CL(R&A)C Rules 76 Chapter-VII).

(b) The contractor shall issue Service Certificate to its workmen on termination of employment in Form-XV. (CL(R&A) C Rules 77 Chapter-VII).

3.16 The contractor shall display Notices Showing the rates of wages, hours of work, wage period, date of payment, Name and address of the Inspectors having the jurisdiction and the date of payment of unpaid wages shall be displayed in English and in Hindi. CL(R&A)C Rules 81(1)(i). A copy of notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated forthwith. [CL(R&A)C Rules 81(2)].

3.17 The contractor shall maintain all the statutory Registers including the following:

(a) Registers of persons employed in Form-XIII. CL(R&A)C Rules 75 Chapter-VII.

(b) Muster Roll Register in Form-XVI. CL(R&A)C Rules 78(a)(i) Chapter-VII.

(c) Wage Register in Form-XVII. CL(R&A)C Rules 78(a)(i) Chapter-VII.

(d) Deduction Register for Damage or Loss in Form-XX. CL(R&A)C Rules 78(a)(ii) Chapter-VII.

(e) Register of Fines in Form-XXI. CL(R&A)C Rules 78(a)(ii).

(f) Register of Advances in Form-XXII. CL(R&A)C Rules 78(a)(ii).

(g) Register of Overtime in Form-XXIII. CL(R&A)C Rules 78(a)(ii).

3.18 The contractor shall strictly follow all the statutory labour laws including but not limited to:

(a) The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A)C Rules 25(2)(iii).

(b) The contractor shall send half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A)C Rules 82(1).

(c) The contractor shall allow its worker a day of rest every week. (Rule-23 of Minimum Wages (Central) Rules, 1950).

(d) The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by the State Government or Central Government, whichever is higher, through Bank transfer. The contractor shall submit every month, a documentary evidence of having transferred the gross minimum wages to each of the workman failing which his bills shall not be passed.

(e) The contractor shall deposit PF contribution in respect to all its employees up to the wage ceiling `15000/- or as applicable. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.

(f) The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.

(g) The contractors shall pay overtime as per GCC-S, 2018.

(h) The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A)C Rules), where ever applicable.

(i) The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A)C Rules 78(b) Chapter VII) – as per Annexure-11 (standardized performa).

(j) All payments of wages shall be made through bank transfer in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. CL(R&A)C Rules-67 Chapter-VI.

3.19 Provisions of Workmen's Compensation Act:

3.19.1 This Act facilitates to provide for the payment by certain classes of employers to their workers of compensation for injury by accident.

3.19.2 It is the Employer's liability to pay the compensation to a worker for death or personal injury resulting into total or partial disablement or occupation disease caused to a worker arising out of and during the course of employment (Section 3). The amount of compensation is as per the Section 4 of the Act.

3.19.3 The contractor shall accept liability for compensation in accordance with the provisions of the Workmen's Compensation Act, 1923 or any statutory modification thereof for the time being in force in respect of the persons employed by her/him.

3.19.4 In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a worker directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by Railway to the Contractor.

3.20 Child Labour (Prohibition and Regulation) Act, 1986.

Provisions of Child Labour (Prohibition and Regulation) Act, 1986 along with its latest amendments would be binding on the contractor.

3.20.1 Non-Employment of Labour below the Age of 18: The Contractor shall not employ anyone below the age of 18 as labour directly or through petty contractors or subcontractors for the execution of work.

3.21 Apprentices Act, 1961 :

3.21.1 The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by her for the purpose of carrying out the Contract.

3.21.2 If the contractor directly or through petty contractors or sub-contractors fails to do so, their failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and/or the cost of works is rupees one lakh or more.

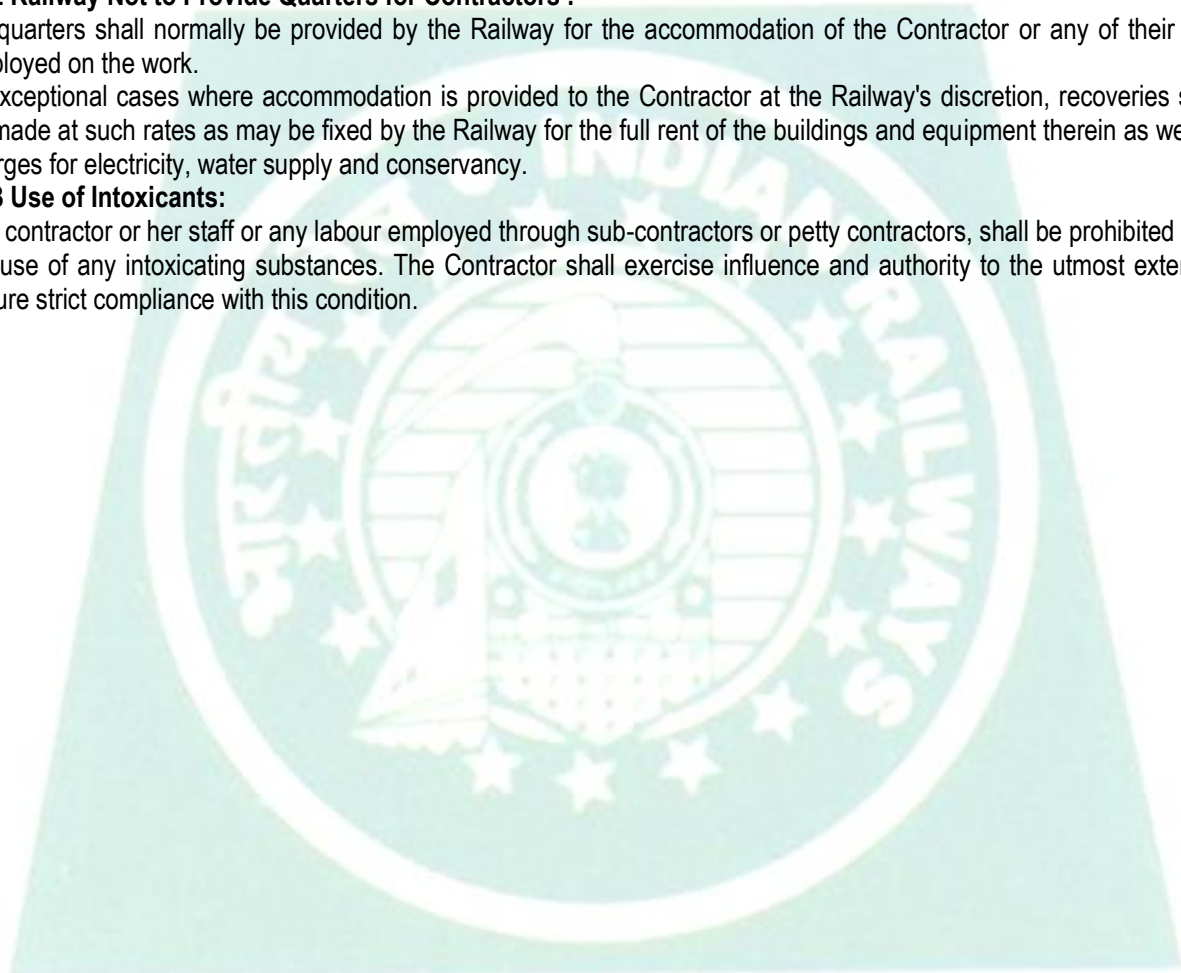
3.22 Railway Not to Provide Quarters for Contractors :

No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of their staff employed on the work.

In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipment therein as well as charges for electricity, water supply and conservancy.

3.23 Use of Intoxicants:

The contractor or her staff or any labour employed through sub-contractors or petty contractors, shall be prohibited from the use of any intoxicating substances. The Contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.



**EASTERN
RAILWAY**

VARIATIONS, MEASUREMENT AND PAYMENT

4.1 Extension of Time

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

4.1.1 Extension Due to Modification

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

4.1.2 Extension for Delay Not Due to Railways or Contractor

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

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

4.1.3 Extension for Delay Due to Railways

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

4.2 Extension of Time for Delay Due to Contractor

4.2.1 The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 4.1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.

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

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

Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 2.14 of these Conditions, whether or not actual damage is caused by such default.

4.3 Modification to Contract to be in Writing

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

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

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

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

4.3.3 Valuation of Variations: The variation referred to in Sub-Clause 4.3.2 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause 4.3.2 above shall be paid for at the rates determined under Clause- 4.42.1 of GCC.

4.3.4 Variations in Quantities During Execution of Service Contracts

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

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 SA Grade;

(i) Quantities operated in excess of 125% but up to 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 up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.

3. In cases where decrease is involved during execution of contract-

(a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

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

5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

6. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

7. For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager.

8. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

4.4 Claims

4.4.1 Monthly Statement of Claims

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

4.4.2 Signing Of "No Claim" Certificate

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

4.5 MEASUREMENTS

4.5.1 Quantities in Schedule Annexed to Contract

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

4.5.2 Measurement of Services/Works

(a) Measurements shall be recorded on the basis of day to day records maintained by way of check list or any other methodology provided in the Bid documents.

(b) The Contractor shall be paid for the works/services at the rates in the accepted Schedule of Rates and for extra services at rates determined under Clause 4.42.1 of GCC, Services on the measurements taken by the Manager or the Manager's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items, the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Manager shall be proper having regard to the progress of work. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Manager or the Manager's representative) recorded in the official measurements book as an acknowledgement of her acceptance of the accuracy of the measurements.

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

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

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

4.6 PAYMENTS

4.6.1 "On-Account" Payments

The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Manager she has executed in terms of the contract. All payments due on the Manager's or the Manager's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents provided always that the Manager may by any certificate make any correction or modification in any previous certificate which shall have been issued by her and that the Manager may withhold any certificate, if the services or anypart thereof are not being carried out to her satisfaction.

4.6.2 Manner of Payment: The payments would be released in the manner as specified by the Railway Board time to time.

a) The payment to the contractor will be made through EFT/NEFT.

b) Tenderer will **option to take** payment from Railways through Letter of Credit (LC) arrangement.

This would be subject to the following:

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

{Authority: Railway Board's Letter No. 2017/ACAC II/9/10 Pt 1 dated 20.02.2018 and 2018/CE-I/CT/9 dt 04.06.2018}

4.7 Price Variation Clause (PVC):

The Price Variation Clause is devised as per the composition of an individual work/service contract can be incorporated by the tender inviting authorities based on the following general principles. The amount payable on account of Price variation shall be settled every quarter.

4.7.1 Applicability: Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months*. Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation. (*refer to rule 225, General Financial Rules, 2017)

4.7.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as month of opening of bids including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of bid. The Price Variation shall be based on the average Price Index and minimum wages of the quarter under consideration.

4.7.3 Validity: Rates accepted by Railway Administration shall hold good till completion of service contract period and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.

4.7.4 Adjustment for variation in prices of material, labour, fuel etc. shall be determined in the manner prescribed.

4.7.5 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour and Fuel and shall be taken based on their proportions in the estimate. However, for fixed components, no price variation shall be admissible.

4.7.6 The price escalation shall be calculated based on the following clauses i.e. 4.7.6 (a) and 4.7.6 (b) and the higher of the two shall be paid.

a) The percentages of labour component, material component, fuel component etc. in various types of Services shall be as under:

Component	Percentage	Component	Percentage
(A) Housekeeping Contracts			
Labour Component	70%	Other Material components	15%
Fuel Component	0%	Fixed Component *	15%
(B) Consultancy Contracts			
Labour Component	80%	Other Material components	5%
Fuel Component	0%	Fixed Component *	15%
(C) Other Contracts			
Labour Component	35%	Fuel Components	15%
Material Component	35%	Fixed Component *	15%

* It shall not be considered for any price variation.

Formulae: The Amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae:

$$Wx(LQ-LB) \quad Lc$$

$$(i) L = \frac{\quad}{LB} \times \frac{\quad}{100}$$

$$Wx(MQ-MB) \quad Mc$$

$$(ii) M = \frac{\quad}{MB} \times \frac{\quad}{100}$$

$$Wx(FQ-FB) \quad Fc$$

$$(iii) F = \frac{\text{FB}}{100} \times \text{-----}$$

Where: L: Amount of price variation in Labour

M: Amount of price variation in Materials

F: Amount of price variation in Fuel

Lc: % of Labour Component

Mc: % of material component

Fc: % of fuel component

W: Gross value of work done (Service performed) by the contractor as per on account bill(s), excluding cost of materials supplied by Railways at fixed price. This will also exclude specific payment, if any to be made to the consultants engaged by contractors (Such payment shall be indicated in the contractors offer)

LB: Consumer price index number for industrial workers- All india: Published in R.B.I Bulletin for the base period

LQ: Consumer price index numbers for industrial workers- All india: Published in R.B.I Bulletin for the average price index of the 3 months of the quarter under consideration

MB: Index number of wholesale price- By groups and sub-groups: All commodities- as published in the R.B.I bulletin for the base period.

MQ: Index number of wholesale price- By groups and sub-groups: All commodities- as published in the R.B.I bulletin for the average price index of the 3 months of the quarter under consideration.

FB: Index number of wholesale price- By groups and sub-groups: For fuel and power as published in the R.B.I bulletin for the base period.

FQ: Index number of wholesale price- By groups and sub-groups: For fuel and power as published in the R.B.I bulletin for the average price index of the 3 months of the quarter under consideration

b) 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.

4.7.7 For material portion, the relevant RBI Bulletin (index numbers of wholesale prices in India- by Groups and Sub-groups- Averages) shall be used.

4.7.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India and revision in the minimum wages. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

4.8 Price Variation During Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 5.1 of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 5.2, price adjustment shall be done as follows:

4.8.1 In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 4.1, the price adjustment for the period of extension granted under Clause 4.2 shall be limited to the amount payable as per the Indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 4.1 of the General Conditions of Contract; as the case may be.

4.8.2 In case the indices fall below the indices or minimum wages applicable to the last month of original/ extended period of completion under Clause 4.1, as the case may be; then the lower indices or minimum wages, as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 4.2 of the Standard General Conditions of Contract.

4.9 Certificate of Completion of Services;

As soon as in the opinion of the Manager, the service has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion. The Manager may also issue such a certificate indicating date of completion with respect to any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Manager. When any such certificate is given in respect of part of a service, such part shall be considered as completed.

4.9.1 Approval Only by Completion Certificate: No certificate other than completion certificate referred to in Clause 5.10 of the Conditions shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager.

4.10 Final Payment

On the Manager's certificate of completion in respect of the services, adjustment shall be made and the balance of account based on the Manager or the Manager's representative's certified measurements of the total quantity of service executed by the Contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 4.42.1 of GCC services shall be paid to the Contractor, subject always to any deduction which may be made under these presents, and further subject to the Contractor having delivered to the Manager either a

full account in detail of all claims she may have on the Railway in respect of the works or having delivered "No Claim Certificate" and the Manager having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by her since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the services have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the services, have been satisfied agreeably and in conformity with the contract.

4.10.1 Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and / or technical examination of the works / services and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to her, if as a result of such examination any over-payment to her is discovered to have been made in respect of any services done or alleged to have been done by her under the contract.

4.10.2 Production of Vouchers etc. by the Contractor: For a contract of more than Rs 2 crore, the contractor shall, whenever required, produce or cause to be produced for examination by the Manager any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Manager on the question of relevancy of any documents, information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc, if required to prove to the Manager, that materials supplied by her, are in accordance with the specifications laid down in the contract.

4.10.3 If any portion of the service in a contract of value more than Rs 2 crore be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 4.5 of the General Conditions of Contract), the Manager shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

4.10.4 The obligations imposed by Sub Clause 4.10.2 & 4.10.3 is without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor.

4.10.5 Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners inter se.

4.11 Handling Vitiating during Variation in Contract Quantities:

i) As a result of variations, a contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

Sl	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value Contracts (Tender Value less than Rs 50 lakh)	10
2	Other than small value Contracts (Tender Value equal to or more than Rs 50 lakh)	5

ii) When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

The railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

iii) The above shall be regulated as under:

a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provision of Railway Board letter no. 2007/CE.I/CT/18/Pt. XII dated 31.12.2010 hereby gets superseded.

b) These instructions will be similarly applicable to earning contracts with H-1, H-2 substituted for L-1, L-2 and so on.

c) Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiations should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.

d) Vitiations should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiations.

{Authority: Railway Board's letter no. 2017/Trans/01/Policy, Dated 08.02.2018}

4.12 Inspection Registers and Records:

The Contractor shall maintain accurate records, plans and charts and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineer's representative. The Contractor's representative will maintain the following registers at site.

- a. **Site Order Register** – The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.
- b. **Labour Register** - This register will be maintained to show daily strength of Labour in different categories employed by the Contractor.
- c. **Log Book of events** – All events are required to be chronologically logged in this book date and shift wise.
- d. **Measurement Book**-This register will be maintained to keep the monthly working status and billing amount.



EASTERN
RAILWAY

PART-V

SPECIAL CONDITION OF CONTRACT

Description/Scope of works

1. The contractor shall perform the acts and procedures according to the details given in scope of work as under:-
- 1.1 The job of dry washing of blanket includes blanket border stitching and embroidery stitching for passenger use in AC coaches & Salons of Sealdah division, Eastern Railway. The detail washable quantity is as under:-

Sl No	Description	App Qty Per month	Approx. Qty. in 1 year	Approx. Qty. in 2 year
1	Blanket dry Washing (washing to be done twice in a month)	57126	685512	1371024
2	Blanket Border stitching (stitching to be done once in a year)	-	5000	10000
3	Blanket Embroidery stitching (stitching to be done once in a year)	-	28563	57126

- 1.2 The washable quantity for blanket may vary i.e. either increased or decreased daily depending upon the actual requirement for passenger use. This may change based on train service time to time and the contractor should make necessary arrangement to cater to this demand on short notice or before 06 hrs of departure of the special trains by SSE/Bed Roll In-charge, Sealdah & Chitpur.
- 1.3 Supply of dry washed blanket includes transport charges. For receiving all washable/dirty blankets from the incoming trains/Bedroll section (Sealdah and Chitpur Coaching depot) and also delivery of the washed blanket at outgoing trains/Bedroll Section of Sealdah and Chitpur depot within the stipulated period as per instruction of Bedroll in-charge of concerned depot.
- 1.4 Dirty blankets are to be taken from the incoming train/Bed Roll Section, Carriage depot/Sealdah and Chitpur with signature of the contractor or his authorized representative & Rly. Supervisor in a register for washing and washed blankets are to be returned to outgoing trains/ depot in the same manner.
- 1.5 Blankets are to be dry-cleaned. Lining/Flap Border of Blankets is to be changed once in a year or as and when require avoiding passenger complaints.
- 1.6 The date of dry cleaning, date of lining/Flap Border change, name of the firm/contractor, Eastern Railway, year and month of manufacture and brand clearly stitched on a good quality cloth (size 7cm x 5cm) which is to be fixed on a corner of the blanket by stitching.
- 1.7 The Contractor should hand over the blankets as indicated above to Railway representative with proper counting and clear signature in his register.
- 1.8 The contractor should deploy sufficient Nos. of supervisors to supervise the work. The contractor shall also provide Mobile phones to his supervisors for the purpose of Co-ordination with Carriage Control/SDAH and Bed Roll In-Charge, Sealdah/Chitpur. The contractor shall ensure that his staff should be with proper uniform printed with company's name at the front and back side of uniform. The entire employee must have Identity Card and they should carry it while on duty. They shall be discipline and courteous and so in no way indulge in activities on Railway premises that may cause loss of property or reputation of Railway.
- 1.9 Washing of blankets, drying, repairing, border and embroidery stitching etc. will be carried out by the contractor at his own premises (workshop/factory). In case of force majeure i.e. strike, lockout etc. at contractor's premises for 10 days or more causing interruption of normal supply of linens to Railway Passengers, Railway shall have the right to engage 3rd party/another contractor to carry out the work during the force majeure period and the cost of work of this period will be borne by the contractor whom principal contract is awarded,

2 Quality of washing/stitching:

- 2.1 Washing, drying & stitching of blankets shall be done by utilizing proper respective machines only so that all stain marks and dirty spots are removed. The washed blankets must be dried up properly so that no dampness is allowed at the time of delivery. The contractor shall have the following plants and equipments in his workshop.
- a) Dry cleaning machine for woolen blanket
- b) Machine Stitching.
- 2.2 Woolen Blankets must be dry-cleaned. Quality of washing must be maintained so that all stain marks and dirty spots will be removed from the blankets to avoid any passenger complaint.
- 2.3 The contractor should have sufficient machine dry cleaning capacity at his work place for this work to fulfill our daily quantity of dry washing of blanket requirement considering proper washing cycle per blanket and details of machines i.e. purchase order must be furnished while offering bid unless the offer must be summarily rejected.

- 2.4 Blanket must not be damped at the time of delivery/loading as it may warrant passenger claim/complaint.
- 2.5 Perfumes of approved quality & brand shall be used on washed/dry cleaned products before delivery to avoid any mal-odour and for passenger satisfaction.
- 2.6 The cleaned blankets should be fresh, lightly perfumed, bright, stain free, without any tear or cut and free from any germ or harmful chemicals. Periodic testing of at least 2 sample blanket for per quarter will be done from a reputed approved laboratory or by the Railway to check that the blankets are free from germs. Standard of IS will be followed for such testing.
- 2.7 Stitching of good quality border (flap) for Blankets as suitable Border(flapp) – good quality satin Cloth. Thread – Nylon, Madura coat or similar. Stitching – all along double Border/flap-3.75 cm for both side of blanket, as well as removing of defective/torn/defaced flap.
- 2.8 Embroidery Stitching with good quality white thread at one corner of Blanket indicating Month, Year, SDAH, ER Thread – Nylon, Madura Coat or similar

3 **Delivery terms & conditions:**

- 3.1 Washable blanket will be handed over to the contractor by the respective supervisors of Sealdah and Chitpur coaching depot normally between 10.00 hrs. to 16.00 hrs.
- 3.2 Torn/soiled blankets shall be segregated as far as possible at Rly. Premises and rest to be segregated at firm's premises before washing and those are to be returned to Sealdah/Chitpur coaching depot giving the date of receipt and cause of return.
- 3.3 Washed blanket shall be delivered to Sealdah and Chitpur coaching depot daily including Sundays & Holidays latest by 12.00 hrs in a multiply of a Lot of 20 blankets.
- 3.4 Blanket handover cycles are essential for maintaining accountability and ensuring the smooth flow of blankets. Every blanket handover cycles is 72 hrs. (Max), i.e. all items after washing must be returned within 72 hours from the time of washable linens taken by firm from Railway premises.
- 3.5 Blankets must be transacted in proper wrappings (preferably canvas bag or plastic crates) arranged by the contractor to avoid any damage/ dirtiness during transaction. No Rly. Linen will be given for washing should be utilized for wrapping purpose.
- 3.6 The contractor shall satisfy himself about the condition of blankets when it is handed over for washing and shall be liable for any loss/damage of the blanket during washing and transaction etc. and an Indemnity Bond shall be submitted against all such losses, damages, shortages etc.
- 3.7 Transaction of blanket to and from Sealdah and Chitpur coaching depot shall have to be done by contractor's own transport. Accordingly, sufficient transport arrangement shall be made daily and all charges for such transport including labour for loading/unloading shall be borne by the contractor.
- 3.8 In case of unusual situation like Bandh, natural calamity etc. the contractor shall be ready to arrange adequate supply of washed linen in advance as per requirement of Railway Administration at a short notice.

4 **Inspection:**

The contractor shall make available his premises/ workshop for inspection by Railway officers on a mutually convenient dates both before the award of the contract and at periodical intervals after the award of the contract. In fact, the inspection before the award of contract shall be carried out by a team of officers nominated by the convener of the tender committee to adjudge the procedure and methodology of washing, drying etc. The team of officers of Railway shall carry out a comprehensive inspection of the firm's premises/ works and give a report on eligibility/capacity of the said tenderer to carry out a satisfactory quality job as well as clean the prescribed quantity of linen as specified in the tender. The blanket if found not washed up to the desired satisfaction shall be returned for rewashing. The inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

4.1 **Inspection/audit check of washed blanket**

Test checks may be conducted on the washed blanket generally in conformance, with the following:-

Sl	Item	Level of Inspection	% random sample check from lot	Periodicity	Action to be taken
1	Inspection at Washing Plant before dispatch of materials	Assistant Scale Officer/Sr. Supervisor/SSE	2%	Once in every Quarter	In case of sample not meeting the quality norms, double the sample size should be inspected. If the samples fail again, the entire lot should be rejected along with imposition of
2	Inspection while receiving the washed	JA Grade/Branch Officer	2%	Once in every Quarter	

	blanket in the depot	Assistant Officer/Sr. Officer	Scale Scale	2%	Once in every Month	penalty.
		Supervisor Charge Linen/Section Engineer	In- of	2%	Every Consignment received after washing and cleaning.	

- 4.2 The washed and dried or stitched blanket shall be delivered in a lot and **lot size must be 20 nos of Blanket**. Entire lot will be inspected as mentioned at para 4.1.
- 4.3 Only in case of emergency, lots rejected in second sample check may be again considered for 100% check with the approval of Sr. DME(Co)/Branch Officer and the blankets which are passed in inspection may be accepted after imposing suitable penalty. Such practice should be exercised very rarely and only in cases where trains services are likely to be affected due to shortages, keeping a clear record of the situation on the day concerned while seeking approval of Branch Officer.
- 4.4 Inspection by Officers/Senior Supervisors at laundry/premises of the contractor:
Audit of the plant should be carried out **once in every six months by the Assistant Officer or Senior Scale Officer**. In case of deficiencies noticed in complying procedure/ use of automatic plants and equipments etc, suitable penalty should be imposed. No supply should be allowed to start from the plant in case major deficiencies are observed.
- 4.5 **Items to be supplied By Railway:** - The Contractor shall take all reasonable care of all the blankets, material or other property whether of a like description or not belonging to the Railway and committed for his charge for the purpose of the works and shall be responsible for all damages or loss caused by him, his agents.
- 5 **Transport facility:** Details of vehicles owned/ hired both passenger vehicle and light/ heavy commercial vehicle shall be furnished with copy of registration certificates.
- 6 Any change in the particulars given by bidders including address, Phone no., details of equipments and detergents etc. before award of the contract and during the pendency of the contract shall be brought to the notice of Railway Administration within 7 days of such a change for obtaining necessary approval.
- 7 **Penalty:**
- 7.1 The contractor shall be responsible for **passenger complaints** and be liable to **pay fine of `5000.00 for each complaint** or the actual claim given by the consumer forum or Redressal Tribunal or any other court of law.
- 7.2 For any **deficiency in the system** of washing & delivery or gross irregularities noticed by the Railway inspecting officials a lump sum fine to the tune of **`10000.00 shall be imposed for each such case**.
- 7.3 **The amount of fine imposed shall be `2000.00 against report of SSE, `4000.00 against report of Jr. Scale & Sr. Scale officers, `6000.00 against report of JA grade & `10000.00 against report of SAG & above level officers.**
- 7.4 In case at the monthly closing of the billing cycle (Bill period), the contractor is **holding any excess blanket** (total dirty blanket taken in the month less total cleaned delivered in the same month) a fine for excess holding @ **100% of the washing charges** on the quantity of items held shall be deducted as levy for late delivery.
- 7.5 For short supply of blanket, penalty @ 500.00 per blanket will be imposed by bed roll in-charge.
- 7.6 a) No washing charge will be payable to the contractor for the entire lot (lot size must be 20 nos of Blanket as defined in para 4.2 above), if fails in inspection as mentioned at para 4.1. In addition, penalty of `2000.00 per rejected lot or part thereof will be imposed to the contractor.
b) No stitching charge will be payable to the contractor for the entire lot (lot size must be 20 nos of Blanket as defined in para 4.2 above), if fails in inspection as mentioned at para 4.1. In addition, penalty of `500.00 per rejected lot or part thereof will be imposed to the contractor.
- 7.7 During the inspection of factory premises of the firm by authorized Railway representatives if it is found that washing work is done without using specified machines as clause No.2.1 above or specified cleaning agents, a minimum of `20,000.00 (Rupees twenty thousand) will be imposed on every occasion.
- 7.8 Fines so imposed shall be realized from the progressive bills or any other dues payable to the contractor
- 8 **Subletting of Tender is not permissible.** The Rly. Admn. may decide to inspect the infrastructural facility available with the tenderer to assess their capability and reserves the right to decide in regard to suitability of the tenderer.
- 9 Rewashing of linen as per requirement shall have to be done without extra charges and as regards rewashing of linen items if arisen at the time, there will be no separate levy but the contractor shall remain liable to do the rewashing and deliver the same within 68 hrs. as per clause 3.3 and 3.4.

- 10 **Indemnity Bond:** On award of contract the successful tenderer shall submit an Indemnity bond of worth Rupees **One Crore** executed on non-judicial stamp paper duly witnessed by registered notary immediately before starting of mechanized washing of linens outside the Railway premises since a huge quantity of Railway linens shall be under the custody of the contractor during transaction and washing purpose.
- 11 GST will be payable to the party on the proof of payment to GST authority. It will be based on actual amount paid.



Schedule of Approximate Quantities

Tender no: MC/WC/Blanket clng/2026

Name of the work: Washing of Blanket including Border stitching and embroidery stitching for two years

The details of approximate quantities and estimated rates are as under.

Sl. No.	Description of linen Items	Approx. Qty. in 2 years	Estimated Unit Rate (Rs.)	Offered rate	
				Unit Rate (Rs.)	Total Cost for 02 years (Rs.)
1	Blanket dry Washing (washing to be done twice in a month)	1371024	19.71	Not to quote here	Not to quote here
2	Blanket border stitching (stitching to be done once in a year)	10000	37.51	Not to quote here	Not to quote here
3	Blanket Embroidery stitching (stitching to be done for once in a year)	57126	20.27	Not to quote here	Not to quote here
				Total Cost :	Not to quote here
				GST @18% :	Not to quote here
				Total Cost for 02 years including GST	Not to quote here

NOTE: The tenderer has to offer his rates in the format of e-tender module on website www.ireps.gov.in duly noting down the conditions. The tenderer should not submit his offered rates on this page.

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Bid Evaluation – Technical Criteria (Sample)

The following criteria are merely indicative and provided for illustrative purposes only.

Sl	Weightage	Technical Criteria	Documentation	Scoring
1	26.66%	<p>Previous Work Done</p> <p>The bidder shall submit documents related to completed/on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/on-going similar service contracts in the following categories:</p> <p>1) Payment received more than or equal to 80% or 50% or 40% of the current advertised bid value and percentage penalties imposed therein</p>	<p>Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/on-going similar service contracts with satisfactory performance.</p>	<p>Scoring Method;</p> <p>For each completed/on-going similar service contracts with Satisfactory performance shall be as under:</p> <p>(a) 100 Marks if 1 project > 80%, 2 projects >50% or 3 or more projects > 40% value completed or underway</p> <p>(b) 50 Marks if 1 project > 50% or 2 projects > 40% value completed or underway</p> <p>(c) 20 Marks if 1 project > 40% value completed</p> <p>No marks if all projects < 40% value completed.</p> <p>Deduction for 'Percentage penalty imposed in the respective completed / on-going similar service contracts;</p> <p>The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% shall not be considered for calculation of scores for this purpose.</p>
2	46.67%	<p>Turnover (in last three and current Financial Year)</p> <p>(Less than 1.5 times the value of work is not eligible)</p>	<p>A per audited balance sheet certified by the CA.</p>	<p>(a) 100 marks - More than 15 times advertised value of work</p> <p>(b) 80 marks - 8 - 15 times advertised value of work</p> <p>(c) 60 marks- 3 – 8 times advertised value of work</p> <p>(d) 40 marks-1.5 – 3 times advertised value of work</p>
3	26.66%	<p>Number of years in operations</p> <p>(Firms having less than 1 year of experience are not eligible)</p>	<p>Company establishment certificate and company's work order copy / agreement copy / completion certificate etc as proof of operation. Years shall be counted from the date of agreement of the work.</p>	<p>(a) 100 marks- More than 8 years</p> <p>(b) 80 marks - 5- 8 years</p> <p>(c) 60 marks - 2-5 years</p> <p>(d) 40 marks- 1-2 years</p>

BID FORM

To
 The President of India,
 Acting through
 Sr. Divisional Mechanical Engineer
 Eastern Railway, Sealdah
Kolkata – 700 014

I/We _____ have read the various conditions of 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 60 days from the date fixed for opening the same and in default thereof, I / We will be liable for forfeiture of my/our full Earnest Money. I / We offer to do the work of “ Washing of Blanket including Border stitching and embroidery stitching for two Years”

at the rates quoted in the attached schedule and hereby bind myself / ourselves to start the work within 7 days from the date of receipt of “Letter Of Acceptance” and continue the work for a period of 3 years.

1. I / We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract
2. A sum of Rsonly as full 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 (7) seven days after receipt of notice issued by the Railway that such documents are ready.
 - OR
 - b) I / We do not commence the work within (15) fifteen days after receipt of orders to that effect.
3. I/We am/are a Micro and Small Enterprise registered from _____ (body approved by Ministry of MSME) with registration No.....and terminal validity up to for similar service contracts.
4. Until a formal agreement is prepared and executed acceptance of this tender shall constitute binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my / our offer for this work.

Contractor's Address :

Signature of TENDERER (s)

Date :

Signature of Witness :

1) _____

2) _____

Signature of the tenderer(s)

BID FORM

1. **Instructions to bidder and Conditions of bid:** The following documents form part of bid / contract:
 - (a) Bid forms — First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Schedule of approximate quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office ofor obtained from the office of the Chief Manager..... Railway on payment of prescribed charges.
 - (e) _____ Schedule of Rates as amended / corrected up to latest Correction Slips, copies of which can be seen in the office of or obtained from the office of the Chief Manager, Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.
2. The Bidder(s) shall quote her / their rates as individual or a percentage above or below the Schedule of Rates of Railway as applicable to Division except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.
3. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her / them.
4. The works are required to be completed within a period of months from the date of issue of acceptance letter.
5. **Earnest Money:**
 - a. The bid must be accompanied by a sum of Rs. _____ as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.
 - b. The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.
 - c. If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.vii, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.
 - d. Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid / negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon
6. **Rights of the Railway to Deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand neither any explanation for the cause of rejection of her /their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
7. If the bidder(s) deliberately gives / give wrong information in her / their tender or creates / create circumstances for the acceptance of her / their tender, the Railway reserves the right to reject such tender at any stage.
8. If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
9. **Bidder's Credentials:** Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.
10. **For e- bidding:** Relevant guidelines should be followed.
11. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
12. **Execution of Contract Documents:** The successful bidder(s) shall be required to execute an agreement with the President of India acting through the

Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).

13. **Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
14. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
15. The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.
16. The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:
 - a. Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.
 - b. Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.
 - c. Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC
 - d. Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and ACA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.
 - e. Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.
17. If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the aforementioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.
18. After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.
19. Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions
20. **Employment/Partnership etc. of Retired Railway Employees:**
 - (a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly

authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

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

Signature of Bidder(s)

Signature

Designation

.....Railway

The logo of the Indian Railways Eastern Railway is prominently displayed in the background. It features a circular emblem with the words "INDIAN RAILWAYS" at the top and "EASTERN RAILWAY" at the bottom. The emblem contains a central shield with a train and a star, surrounded by a wreath and the motto "सर्वोत्थानम्" (Sarvottanam) in Devanagari script. The entire logo is set against a light blue background with a subtle pattern of stars.

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Form XIV (See Rule 76)
The Contract Labour (Regulation & Abolition) Central Rules, 1971

Employment Card

Name and address of contractor.....
 Name and address of Establishment in/ under which contract is carried
 on.....
 Name of work and location of work
 Name and address of Principal Employer
 1. Name of the worker
 2. S. No. in the register of workers employed
 3. Nature of employment/Designation
 4. Wage rate (with particulars of unit in case of piece-work)
 5. Wage period
 6. Tenure of employment
 7. Remarks

.....
 Signature of Contractor

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

Wage Slip

Name and address of contractor

Name of Worker

Name of Parent/ Spouse of the worker

Nature and location of work

For the week/ fortnight/ month ending

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

Signature of the contractor or their
representative

**EASTERN
RAILWAY**

7 DAYS NOTICE

.....RAILWAY
(Without Prejudice)

To

M/s.....

Dear Madam/Sir,

Contract Agreement No.....
In connection with.....

1. Performance Notice notice under Clause 7.4 of General Conditions of Contract was given to you under this office letter of even no., dated ; but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days' notice in terms of Clause 7.4 of General Conditions of Contract to commence the service to make good the default, failing which further action as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be issued to you under which your contract shall stand rescinded and the services under this contract will be carried out independently without your participation and your Performance Guarantee shall also be encashed/ forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

TERMINATION NOTICE

.....RAILWAY
(Without Prejudice)

To

M/s.....

Dear Madam/Sir,

Contract Agreement No.....

In connection with.....

Seven days (7 days) notice was given to you under this office letter of even no., dated _____ but your performance has not improved/ you have taken no action to commence the services /improve the quality of the services to the specified standards.

Since the period of 7 days' notice has already expired, the above contract stands rescinded in terms of Clause 7.4 of General Conditions of Contract and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/forfeited.

In addition, your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said Railway division for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**EASTERN
RAILWAY**

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

- I (Name and designation) appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s (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.ireps.gov.in. I/we have verified the content of the documents from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the Railway administration shall be final and binding upon me/us.
 4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
 5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
 6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
 7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
 8. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire IR. Further, I/we (*insert name of the tenderer*)..... and all my/our constituents understand that my/our offer shall be summarily rejected.
 9. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five years.
 10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

ANNEXURE- VII(A)

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

**EASTERN
RAILWAY**

Form of Declaration for non violation of any labour laws

Tender No. :

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

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

Seal of the Contractor

Signature of the Contractor with date



**EASTERN
RAILWAY**

(On a non-judicial stamp paper of Rs.100/-)

INDEMNITY

(To be filled by Contractor)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. RAILWAY ADMINISTRATION will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving such declaration.

Name of Indemnifier

Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

**EASTERN
RAILWAY**

List of similar nature of works completed in last three financial years and current year

Sl. No.	Description of work	Name of the organization for whom executed and Contract	Contract agreement no. and date of Award	Approx. value of contract (Rs.)		Date of Commencement		Date of Finish		Period of completion (in year, months and days)		Main feature of the work	Remarks
				Agreement value (Rs.)	Final value (Rs.)	Scheduled	Actual	Scheduled	Actual	Scheduled	Actual		

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ANNEXURE- XI

ACCEPTANCE AND DEVIATION SCHEDULE

(Tenderer may add more sheets if space is not adequate)

Page & Clause no.	Accepted(yes/No)	If No, list Deviation(s)
General Conditions:		
Special Conditions:		

“End of tender document”