



Bogie Manufacturing Factory, Eastern Railway, Budge Budge

TENDER DOCUMENT

For outsourcing the work of

**“LHB Bogie Frame Machining using 5-Axis Machine at firm’s end as per scope of work” on
open E-Tender basis**

Tender No.: BMF/03/10/Machining-300

(As per Indian Railways General Conditions of Contract April- 2022 for Works
matter)

Bogie Manufacturing Factory, Eastern Railway, Budge Budge

1. Name of the work : LHB Bogie Frame Machining using 5-Axis Machine at firm's end as per scope of work
2. Qty. : 300 nos.
3. Tender Value : Rs. 1,97,05,500.00 (Rupees One Crore Ninety Seven Lakhs Five Thousand Five Hundred only) inclusive GST @18%.
4. Cost of Tender Document : Nil
5. Earnest Money : Rs. 3,94,100.00 (Rupees Three Lakhs Ninety Four Thousand One Hundred only)
6. Completion period : **12 (Twelve) months** from the date of issue of LOA.
7. Type of Contract : Works contract
8. Contract Guided By : Indian Railways Standard General Conditions of Contract, GCC April 2022 with latest amendment/ revisions/correction slips or as modified time to time.

EASTERNRAILWAY

UNDERTAKING OF TENDER

Tender No. : BMF/03/10/Machining -300

Name of Work : LHB Bogie Frame Machining using 5-Axis Machine at firm's end as per scope of work

To

The President of India

Acting through the Deputy Chief Mechanical Engineer

Bogie Manufacturing Factory

Eastern Railway, Budge Budge

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this **offer open for acceptance for a period of 120 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for feature of my /our "Bid Security". I/We offer to do the work for **Eastern Railway**, at the rates quoted in the attached bill(s) of quantities and hereby bind myself /ourselves to complete the work in all respects within **12** months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions /Specifications, standard Schedule of Rates (SSOR) with all correction slips up-to- date for the present contract.
3. A Bid Security of ₹ **3,94,100.00** has already been deposited online /submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/ our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within **seven days** after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by.....Department of Industrial Policy and Promotion (DIPP and my registration number is..... valid up to..... (Copy enclosed) and hence exempted from submission of Bid Security. **(If applicable)**
5. We are a Labour Cooperative Society and our Registration No. is..... with and Hence required to deposit only 50% of BID Security. **(If applicable)**
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1)_____

(2)_____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

Instructions to Tenderer(s)

- a) E-tenders are invited for and on behalf of the President of India from the reputed and well established contractors having sufficient labours with infrastructure for the work of **“Bogie Frame Machining using 5-Axis at firm’s end as per scope of work”**.
- b) Tenderer shall bid online only in website www.ireps.gov.in through Digital Signature Certificate (DSC) of the tenderer registered with the website. No Manual offer shall be accepted for the instant tender. Tenderer should go through the terms and conditions of the tender before submitting offer online.
- c) Tender offer complete in all respect including online payment of earnest money deposit and uploading of requisite documents, shall be submitted before the closing date and time of his tender as mentioned in the Notice Inviting Tender (NIT). Requisite documents must be uploaded by the tenderer against the mandatory fields of the E-tender, otherwise the tender offer will be considered as incomplete and will be summarily rejected.
- d) Tenderers are requested to go through the corrigendum, if any, issued for the instant tender available in the website and submit their offers/revised offer accordingly.
- e) E-tender submitted by the tenderer will be considered as digitally signed by the tenderer as a confirmation that the tenderer has read, agreed and accepted the terms and conditions as laid down in the tender document of the tender. Tenderer can revise his bid any number of times till the closing date and time of the tender.
- f) Work will be done as per Scope of Work attached with the tender and different terms and conditions mentioned in the tender document.
- g) **Scope of work** should be examined by the tenderer before submission of offer. Tenderer are advised to visit BMF/BGB for better understanding of the operations and the scope of work towards assessing the cost for the work. There shall be no ambiguity towards submission of tender. For actual view of the items, tenderers can visit the Office of Dy.CME/BMF/BGB. The items to be made should be of similar look and specification.
- h) If any work not included in the Scope of work but required to be done for completion of the subject work, it shall be done by the contractor without any additional cost.
- i) The work shall be carried out without affecting the Railway Working and in consultation with the authorized Railway Representative.

1. Eligibility Criteria: Single packet system of tendering shall be adopted for this work.

Technical Eligibility Criteria and Financial Eligibility Criteria will be applicable as per IR GCC April-2022 (for works). Tenderer has to upload documents in support of eligibility criteria. No post communication, after opening of tender will be made or entertained. Railways may however call for the originals of the credentials for verification or any clarification/confirmations on the contents of the documents submitted.

1.1 Technical Eligibility Criteria:

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised

- value of the tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender

A. Similar Nature of work: -

“Firms should have executed machining of bogie frame of LHB coaches or should be approved supplier of LHB bogies to zonal railways/production units.”

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. organization, work experience certificate issued by Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

Notes: The Tenderer shall submit details of work executed by them in a format along with bid to be considered for qualification of work experience criteria clearly indicating the nature /scope of contract, actual completion cost and actual date of completion, payment received for such contract.

1.2 Financial Eligibility Criteria:

As per advance correction slip No.1 issued by Railway Board vide no. 2022/CE-I/CT/GCC-2022/ Policy dated 14.07.2022 (uploaded with the bid), the tenderer must have minimum **average annual contractual turnover of V/N or 'V' whichever is less;** where

V= Advertised value of the tender in crores of Rupees

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

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

The Tenderers shall submit requisite information as per **Annexure-VIB**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

2. Tender offer along with requisite documents shall be submitted through e-tender process in website www.ireps.gov.in using Digital Signature Certificate (DSC) as per guideline mentioned in GCC-2022 (for Works) or amended thereof.

- (i) Whatever be types of Firm/Tenderer, an undertaking must be submitted that the Tenderer / Firm / Member of the Firm or Partner of Partnership Firm is not blacklisted or debarred by Railways or any other Ministry /Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination as per provisions mentioned in General Conditions of Contract, April 2022 for Works.
- (ii) The tenderer whether sole proprietor/ a company or a partnership firm / joint venture (JV) /

registered society /registered trust/HUF etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed /Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

(iii) Documents in support of the authority for submitting the tender on behalf of the firm shall be uploaded in the space provided in the instant e-tender.

3. Participation of Joint Venture (JV) firms is not allowed for this tender.

4. **Validity of the offer will remain for 120 days from the date of closing of the tender.**

5. **Submission of Earnest Money Deposit (EMD)/ Bid Security Declaration:**

(i) The tenderer shall be required to deposit earnest money or Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender through different modes as specified in GCC for works-2022. No other mode for submission of earnest money deposit will be accepted for the instant tender.

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

(iii) Earnest Money Deposit is not transferable. Tender submitted without the requisite earnest money deposit will be considered invalid and will be summarily rejected if the tenderer doesn't submit Bid Security declaration in lieu of EMD.

(iv) If the tender is accepted, EMD of the successful bidder will be retained as part security for the due and faithful fulfillment of the contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them after finalization of the tender. 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.

(v) **Cost of Earnest Money** shall be deposited either in e-payment gateway or submitted as Bank Guarantee bond as per GCC-2022. Bank Guarantee shall be valid for a period of 90 days beyond the bid validity period.

6. **Acceptance of Tender:**

a) The authority for acceptance of this tender will rest with the Railways. It shall not be obligatory for the said authority to accept the lowest tender and the tenderer shall not demand any explanation for the rejection of the tender.

b) The authority for acceptance of the tender does not undertake to assign reasons for declining to consider any particular tender or tenders. The accepting authority also reserves the right to accept in full or a part thereof or to reject the tender or to divide the tender amongst more than one tenderer, if deemed necessary, without assigning any reason.

7. **Clarifications on the tender submitted:** To assist in examination, evaluation and comparison of tenders, Railways may ask the tenderer for any clarification required for such examination, evaluation or comparison. However, request for such clarification and response, thereof, shall be in writing.

8. **Negotiation:** Railways reserves the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify specific/ special conditions for reduction of rates and/ or for changes in scope of the work etc. Should such a negotiation with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted

rates under any circumstances, even if it includes withdrawal and/ or modification of such special conditions as are given by the tenderer with original offer.

9. Quotation of Rates:

- i) Item wise unit rate shall be quoted in the space provided in the schedule of rates of the instant e-tender available in website www.ireps.gov.in only. Offered unit rate shall be inclusive of all costs of labours, materials, tools, machines, consumables, transport, handling charges and taxes etc. (including GST) leviable by the Government of India, State Governments, Municipal Corporations, Local Bodies or any other authorized bodies.
- ii) Railways will not be responsible for incorrect evaluation of cost of the work and ranking of tenderer thereof. After closing the tender, no claim or clarification regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer will be entertained.

10. Submission of Tender:

- (i) Tender offer along with requisite documents shall be submitted through e-tender process in website www.ireps.gov.in using Digital Signature Certificate (DSC) as guideline mentioned in GCC-2022 (for works) or amended thereof.
- (ii) All Sections and Annexure along with instruction to tenderer, Corrigendum (if any), etc. of this document taken together, if not scored off, shall constitute the complete tender document hereafter referred to as “Tender Document” and have to be read together and acted upon accordingly. No part of the Tender Document can be relied upon or acted upon in isolation.
- (iii) In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all possible help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc. beyond the control of Indian Railways.
- (iv) Railways and the IREPS website will not take any responsibility for any online payment made by the tenderer and debited from his/ their account towards the cost tender or Earnest Money due to wrong or incorrect procedure or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.
- (v) All documents uploaded and information furnished in the website should be **signed (self-attested or digitally signed) by the competent authority.**
- (vi) **Scanned copy of PAN, GST** shall be uploaded with the tender
- (vii) **Documentary evidence towards adherence to labour laws and payment to his staff as per Minimum Wages Act.** Scanned Copies of registration and/ or returns filed for Employees Provident Fund Organization (EPFO), Employees State Insurance Corporation (ESIC) shall be uploaded with the tender.
- (viii) Tenderers are advised to go through the **Check List, attached with Tender Document and upload all necessary document/evidence.** Tenderers have to download Annexure of Commercial & Technical Compliances, provided at IREPS website and upload the same after proper filling up all entries of the annexure, sign at the bottom of the annexure with date and stamp.
- (ix) **NEFT MANDATE FORM (Annexure-8):** All Payments to the agency (including refund of the Earnest Money of the unsuccessful bidder preferably) will be remitted through NEFT. Tenderers are required to submit Bank details and Account Number etc. in Annexure-8.
- (x) **Format for certificate (Annexure-V):** Digitally Signing Person on tender should swear in this certificate. The tenderer shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V. Annexure-V(A)** along with Annexure-V to be given by **each member of Partnership firm/ JV/HUF/LLP.** Non submission of above certificate by the bidder

shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

11. Opening of Tender:

- a) The e-tender will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.
- b) In case the date of closing mentioned in the Notice Inviting Tender (NIT) is declared a holiday/ bandh / strike on any account, the date of closing of tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, in that case, the tender may be opened on the next working day.

12. Address of Tenderer:

- i) Address, e-mail ID and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes.
- ii) All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents will be sent by Registered Post.
- iii) **Change of address:** Tenderer shall keep the Railway informed of changes in the postal address at all times in the interest of the tenderer /contractor.

13. RECORD KEEPING:

All records include progress of the work should be maintained by the contractor indicating the progress of the work. This should be done in association with the authorized Railway Representatives and under his observation. Measurement book to be maintained according to format given by concerned railway authority and is to be checked & certified by nominated railway representative.

14. Remarks

- a) **Wages register:** This register will be maintained by the contractor to show the wages paid to the labour. The labour deployed by contractor for the entire work must have individual bank Account in their own name. the payment to the labour by contractor shall be made as per the latest minimum wages issued from Central Labour Commissioner through bank account of individual Labour only. The tenderer should enclose the copy of bank statement showing that payment has been made to bank account of the Labours for previous month while submitting the bill. The tenderer should submit PF code numbers after the acceptance of contract before submitting the bill. The tenderer has to deposit requisite PF and ESI amount in respect of individual labours. The copy of remittance for PF and ESI should be enclosed along with bill. Concerned Senior Section Engineer of BMF/BGB shall certify for the amount shown in the wages register has been paid to the labour by the contractor.
- b) Register of materials–Contractor shall maintain a register of materials required for execution of the work.
- c) A Register will be kept to record instructions issued by engineer and supervisor. Contractor shall record compliance of the instructions issued to him from time to time.
- d) Additional records/registers, if any required, should also be maintained and the details are to be recorded as per the instructions of Dy.CME/BMF/BGB or his representative.
- e) Register for deployment of manpower–Contractor shall maintain a register detailing date and time wise deployment of man power for carrying out the work.

15. Period of Completion:

The firm has to complete the subject work as per scope of work within **12 (Twelve) months** from the

date of issue of LOA.

16. **PRICE VARIATION CLAUSE:** Price variation clause will be applicable as per extent rules contained in Para 46(A) of GCC-2022.

17. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of **clause 54 and 55 of Indian Railways General Condition of Contract.**

In order to ensure the same, an application has been developed and hosted on **website www.shramikkalyan.indianrailways.gov.in**. Contractor shall register his firm /company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of portal shall be done as under:

- a) Contractor shall apply for one time registration of his company/firm etc. in the **Shramikkalyan portal** with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOA's 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 shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advantages' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramkkalyan.indianrailways.gov.in' till month..... Year".

18. **Payment Clause:**

- i. Bills for the actual work done under the contract shall be prepared by contractor in four copies and submitted to the Office of Dy. CME/BMF/BGB after certifying from concern department for further processing of the same. The bill should be raised by the contractor after full completion of the work. The firm shall have to mention Bill number and date, Agreement Number, PAN, SAC/HSNC and Vender Code on the bills. The bill should be accompanied by the completion certificate/Inspection certificate.
- ii. Subject to satisfactory completion of the actual work done duly certified by the competent authority, contractor shall be entitled to receive payment after necessary deduction or recovery, which Railway is entitled to make under this contract or any other contract. Indian Railways reserves the right to deduct the amount of penalty/ loss sustained to Indian Railways from the work done while following noncompliance of any of the contractual obligations on the part of contractor.
- iii. Payment will be made by Railway through NEFT and therefore, tenderers are required to submit NEFT Mandate Form completed in all respect.
- iv. Payment shall be made after verification of all bills, registers by Railway Official. Bill Passing Authority: Dy.CME/BMF/BGB, Bill Paying Authority: Dy. CAO (W)/LLH or WAO/IC/LLH.
- v. GST: All rates are inclusive of GST and that shall be released to the contractor for onward submission to the concerned authority. GST shall be calculated on the total cost actually executed based on the rate admissible as per the latest notification by the Government of India under Finance Act. GST released to contractor by Railways shall be deposited by contractor separately against the

contract to the concerned Authority. Copy of document for submission of GST against the instant contract shall be submitted by the contractor along with the next bill failing which bill may not be accepted for releasing payment.

- vi. Bill prepared by contractor after six months of its becoming due must be accompanied with sufficient justification. Such claims will be considered time barred and may be accepted only after verification of the reasons advanced by the contractor for non-submission of the bill timely.
 - vii. Delay in payment of the contractor's bills, will be under no circumstances be accepted as an excuse for contractor for stopping the work.
 - viii. Various taxes admissible for this contract shall be deducted from the bills as per extant rules and procedure as well as stipulations through Govt. notification. Any inclusion or deletion and/or increase or decrease of taxes during the contract period will be applicable as per Govt. notification issued from time to time. It is the sole responsibility of contractor to pay other taxes to Government or its authorized bodies which are not deducted by the Railways from the bills of contractor.
 - ix. **LETTER OF CREDIT (LC):** Ministry of Railways has decided (Railway Board Letter No. 2018/CE-I/CT/9 dated 04.06.2018) that henceforth, all Tenderers invited by Zonal Railways and Production Units, both for supply's /works (including all service and maintenance contract), having estimated value of Rs.10 lakh and above, shall include in tender conditions, an option for the supplier/contractor to take payment from Railways through a letter of credit (LC) arrangement. This would be subject to the following:
 - a) The bidder, at the time of bidding itself, shall exercise an option in writing, in favour of taking payment through LC arrangement.
 - b) The option so exercised, shall be an integral part of the bidders offer. Option once exercised shall be final and no change shall be permitted, thereafter, during the course of execution of contract.
 - c) The incidental cost towards issue of LC and operation thereof (LC operating charges, including Bank charges for opening of LC) shall be borne by the supplier/contractor.
19. **Inspection:** Inspection of material & work will be done by consignee. After completion of work the same shall be offered for inspection. The tenderer shall provide all the facilities to the inspecting authorities. Nominated inspection authority will inspect the work & record all the defects. The contractor shall make necessary arrangement for rectification of all the defects as pointed out during inspection. The inspecting Authority's decision as regard the rejection shall be final and binding on the contractor.
20. **Penalty Clause:** The Railway reserves right to impose following penalties for non-compliance of terms and conditions of this contract:
- i. In case of any damage to bogie components during machining, cost of the item shall be recovered from the firm's bill. Decision of the Railways in this regard shall be binding to the Contractor.
 - ii. Delay in completion of the work, if firm fails to complete minimum 25 bogie frames per month then penalty @ Rs. 2000.00 per bogie frame will be imposed on shortfalls.
 - iii. Machined bogie frame shall be inspected by railway representative/ quality official. If the machining of components found unsatisfactory or not as per drawing then penalty will be imposed @ Rs. 1000.00 per case/instance.
21. **Gate pass:** Collection of Bogie Frames for machining and return of those frames after machining will be entertained with valid authorization letter. Gate pass will be issued after complying all the rules by the contractor as per workshop norms.
22. **General Terms and Conditions of the Contract:**
- a) The contract, in general, shall be governed by GCC for Works– 2022 including subsequent modifications issued by Railways time to time. The 'Engineer' as defined in Clause 1.2 (e) under Part – I of GCC for Works – 2022 shall also mean concerned Dy. CME/ Eastern

Railway/BMF/BGB.

- b) GCC for Works – 2022 shall be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. However, in case of any inconsistency or contradictions between GCC and the specific conditions of the contract and specifications laid in various chapters of this tender document, the later shall prevail.
- c) **False and/or incomplete statements:** If tenderer gives false forged or incorrect information in his tender or creates circumstances for acceptance of his tender at any stage of tender or at any stage of contract in the event of his tender having been accepted, his tender or contract shall be liable to be cancelled/rescinded in addition to the following.
 - i. If such issues come to light at any time during process for evaluation of tenders, full amount of his earnest money shall be forfeited or defaulting bidder will be banned as per latest correction slip of GCC-2022 in case submission of Bid Security Declaration.
 - ii. In cases where such issues come to light after the award of contract; the rights available to the Railway under IRGCC for Works–2022, para. 11 of Tender Form (second Sheet) shall be applicable.
 - iii. Contractor may carefully note that the Contract Agreement for this work is liable to be terminated at any stage of contract, in case any of the information furnished by them is found to be untrue, tampered, fraud or any adverse point come to light subsequently. Decision of Railways in this regard shall be final and binding.
- d) Address as given in the contract agreement will be deemed as the business address of the contractor and all letters etc. sent to that address by the Railway Administration shall be considered as duly delivered to the contractor in the ordinary post
- e) Railways will not be bound by any power of attorney granted by the Contractor or by changes in composition of the firm made subsequent to the execution of 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.
- f) The agreement shall be deemed to have commenced from the actual date of execution of work and that shall remain in force for the tendered period. There shall be provision of variation of workload over the job schedule as per GCC for works 2022 and the contractor shall be ready for execution of the excess work as required time to time at the accepted rates and all other prevailing terms and conditions of contract.

23. Conditions of Contract and Specifications:

- a) Except where specifically stated otherwise in the tender document, the work will be carried out in accordance with Indian Railways General Conditions of Contract for Works – 2022 including subsequent modifications issued by Railways time to time.
- b) The work shall have to be started within the stipulated date as mentioned in the letter of acceptance.
- c) Amount of profit derived by contractor out of the contract is liable to pay income tax and to facilitate the assessment the contractor shall maintain proper account of receipts and disbursements. The account shall be produced for inspection or verification by the Railway Administration whenever so desired.
- d) If the firm is dissolved on account of death or retirement of any partner or for any reasons whatsoever before completing whole work or part of it under taken by the principal, partners will remain jointly and personally liable to complete the whole work to the satisfaction of the Railway. Otherwise, to pay the compensation for the work as sustained, if any, by the Railway due to such dissolution, the amount of such compensation shall be fixed by the General Manager of the Railway and his decision in the matter shall be final and binding on the firm/ contractors.
- e) Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Railway. The issue will be governed as per condition of “GCC for Works –2022”.
- f) Contractor shall ensure that, without prior written permission of the Railway, their employees shall

not remain in the Railways premises after completion of their specified timings or on completion of their work under this contract.

- g) No Railway Pass or concession ticket for staff and material of contractor shall be permitted. Contractor shall make his own arrangement for movement of their staff, material, tools & machines etc. for successful execution of the work.
24. **Security Deposit (SD):** Provision of Security Deposit will be as per the relevant clauses provided in “Indian Railways General Conditions of Contract (GCC) for Works–2022” with latest correction slip.
25. **Performance Guarantee:** The procedure for obtaining Performance Guarantee will be adopted as per the relevant clauses provided in “Indian Railways General Conditions of Contract (GCC) for Works–2022” with latest correction slip.
26. **Quantity Variation:** The procedure for dealing with variations in quantities during execution of contract shall be adopted as per the relevant clauses provided in “Indian Railways General Conditions of Contract (GCC) for Works–2022” and Model SOP-2018 or latest revision.
- Extension of Time in Contracts:** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of para 17A of part-II of GCC-2022
- The contractor shall be liable to indemnify the Railway as per the relevant clauses provided in “Indian Railways General Conditions of Contract (GCC) for Works–2022”.
27. **Deduction of Railway Dues:** The Railway administration reserves the right for deduction of Railway dues from contractor’s security amount/bills on the following ground:
- a) Any amount imposed as a fine by Railway administration for the irregularity committed by the contractor.
 - b) Any amount which Railway administration becomes liable to pay the government/ third party on behalf of the contractor or any of his employee/agent.
 - c) Any payment made under an order/judgment of any court/consumer forum or law enforcing agency or any person working on his/her/their behalf.
 - d) In all matters decision of accepting authority will be final, who will also be the appellate authority.
 - e) Disputes are subject to the jurisdiction of the Hon’ble High Court, Kolkata and/or its subordinate courts only.
 - f) The subject as otherwise provided herein, all notices shall be given for and on behalf of the President of India and actions shall be taken on his behalf by concerned Dy. CME/ BMF/BGB, Eastern Railway, or his representative.
 - g) Indian Railways General Conditions of Contract (GCC) for Works – 2022 including subsequent modification circulated time to time by the Railway Authority will be applicable for the contract and that shall be binding and lawful where the reason specific provision in the contract agreement.
 - h) That the tender conditions, extractions and annexure etc. shall form part and parcel of the contract agreement and shall be binding as per provisions of the latest IRGCC including subsequent modifications thereon. Any breach of the conditions of tender shall constitute breach of Contract.
 - i) The contractor shall not be entitled to make any claim, whatsoever against Railway under or by virtue of or arising out of the contract after the firm have signed a ‘NO CLAIM’ certificate in favour of Railways, in such form as shall be required by the Railway, after the work is finally executed.
28. **Determination of Contract:** Determination of Contract shall be dealt with the relevant clauses of Indian Railways General Conditions of Contract (GCC) for Works–2022 along with any modification thereof.
29. **Settlement of disputes:** Settlement of disputes shall be dealt with the relevant clauses of Indian Railways General Conditions of Contract (GCC) for Works–2022 along with any modification thereof.
30. **Arbitration:** Arbitration shall be dealt with the relevant clauses of Indian Railways General Conditions of Contract (GCC) for Works–2022 along with any modification thereof.

31. Scope of Work:

31.1 This scope of work is for Machining and transportation of Bogie frame for IR-FIAT Bogies (Qty. 300 nos.) as per drawing number L W03007 ALT F / LW03002 ALT G / LG03001 or any other variants and MDTs 212 Rev '02' or latest and scope of work as follows-

i) Un-machined LHB Bogie frame will be provided by BMF/BGB and to be received by the firm against bank guarantee/FDR of amount to the cost of material. Approx. value of the one Bogie Frame is Rs. 3,00,000.00 (Rupees Three Lakh only). On basis of that the Firm needs to deposit the bank guarantee/FDR of amount equivalent to the cost of the consignment. The exact amount will be informed before sending of un-machined bogie frame for machining.

ii) Arrangement for transportation of un-machined Bogie Frame from BMF/BGB to firm's premises will be done by Railways. Contractor has to arrange unloading of un-machined bogie frames at his end on his own cost under his supervision.

iii) **After Machining, firm has also to arrange to deliver the machined Bogie Frames to MCF/RBL.** Loading of these machined bogie frames at firm's premises and unloading of those at MCF/RBL to be arranged by the firm.

iii) All the un-machined bogie frame shall be machined as per drawing no. LW03007 ALT F / LW03002 ALT G / LG03001 and MDTs 212 REV '02' or latest revision as desired by Railway Administration.

iv) Wastage/off-cuts will be retained by the contractor.

v) Machined bogie frame shall be inspected by Railway representative at MCF/RBL. If machining of the components found unsatisfactory or not as per drawing, the same shall be attended by the contractor immediately and firm has to rectify the same at his own cost. No extra payment shall be paid for this work

vi) **Period of completion** shall be 12 months from date of issue of LOA.

vii) Outturn will be minimum 25 bogie frames /month.

viii) The work should be commenced within 07 days after issue of LOA.

31.2 INSPECTION AND QUALITY CONTROL:

i) The finished bogie frame shall be free from visual defects. The finished bogie frame will be inspected by the railway representative of BMF/BGB and MCF/RBL. In case of any deficiencies pointed out by Railway representative, the same shall have to be attended by the Contractor immediately.

ii) The Contractor or his authorized representative shall have the ultimate responsibility for the quality of work.

iii) Final inspection shall be carried out by representative of BMF/BGB. In case of any deviation from specified parameter, the decision of BMF/BGB shall be final.

iv) **CMM/3D Measuring Machine report of every machined bogie frame to be provided by the firm without any additional charge.** Copy of the same should be sent to BMF/BGB.

31.3 CARRIER'S RISK:

i) It will be the responsibility of the contractor to protect the material from rain and theft etc. during transportation from his premises to MCF/RBL. He will have to make arrangements for protection and proper cover of material at his own cost.

ii) Contractor should ensure that the railways goods should not be transhipped from one trailer to another and if it is unavoidable, damages, if any caused to Railway's goods shall be attributed to the contractor's account. All losses of damaged goods on this account shall become recoverable from the contractor.

31.4 MISCELLANEOUS TERMS AND CONDITIONS:

- i) The Contractor shall be fully responsible for accidents caused due to his or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation. If any Contractor's staff is injured, the Contractor shall immediately arrange necessary medical treatment by registered Medical Practitioner at his own cost.
- ii) Wherever there is a conflict between the indicated specifications or drawings and the clause enshrined in Tender documents, the write of Tender documents shall prevail.
- iii) In the case of any loss/damage to the Railways property during the execution of contract by the contractor, the cost of damages shall be recovered from the contractor. BMF/BGB will not be responsible for any loss/damage for the contractor's equipment/material during transport/storage/execution of contract.
- iv) The Contractor is required to facilitate his representative with mobile phone for day-to-day coordination with BMF/BGB and concerned workshop.
- v) Taxes as applicable will be deducted from invoice while making the payment.
- vi) All the bidders/tenderers should ensure that they are GST compliant and their tax structure/rates are as per GST law.
- vii) Any damage to the Railway material shall be recovered from the bill of the Contractor.
- viii) If the Contractor persistently disregards the instructions of the Engineer or disregards persistently provisions of contract, his security deposits may be forfeited or contract may be terminated or both actions may be taken.
- ix) Railway reserves the right to increase/decrease the overall quantity of bogie frame as per provision of GCC for works.
- x) In addition to these conditions, there will be an overall binding of General Conditions of Contract (GCC) for works of Indian Railways.

31.5 OBSERVATION OF VARIOUS ACTS:

- i. The contractor shall be fully responsible for observance of Motor Vehicle Act and any penalty paid by him on account of violation of the same, will be borne by the transporter himself.
- ii. All the road permits or any other relevant authorization from competent authority shall be obtained by the contractor at its own cost. Any contingency arising in this respect shall be the responsibility of the transporter. Also, the transporter shall be responsible for any mishap, accident en-route and consequences thereof including legal complications, if any.
- iii. The contract as entered into between BMF/BGB and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act 1865 (as amended up to date). The contractor will provide the vehicle having valid **Pollution Under Control** Certificate.

31.6 OPERATIONS AND PROCESS SHEET FOR FIAT BOGIE FRAME:

FIAT Bogie frame to Drawing No. LW03007 (Coil Spring frame), LG03001 (NAC Air Spring frame) & LW03002 (AC Air Spring frame) (Sheet 1 of 2) is required to be machined as per machining process/ operations shown below and also duly indicated on the relevant drawings.

- a) Milling operation of Control Arm Brackets at four locations having two control arm brackets per locations i.e. total of 08 control arm brackets per bogie frame. Also finish

- machining of holes of each of control arm bracket.
- b) Milling operation on mounting brackets for fitment of disk brakes for four locations which Involves Horizontal and vertical milling operations. Also machining of holes in vertical and horizontal direction.
 - c) Finish Machining of 02 holes of each bracket and surface machining of Anchor link brackets at two locations in bogie frame located diagonally opposite.
 - d) Finishing machining of holes and surface machining of each of cross section brackets on cross tube assembly, at four locations.
 - e) Finish machining of four holes (with chamfer and tapping) of each of Anti Roll Bar Brackets at two locations (LH & RH)
 - f) Machining of spring guide tube at bottom at four locations of primary suspensions.

Note: The machining of holes and faces is at 6° to vertical and horizontal axes on break support.

Drawings will be provided by the railway. These drawings being confidential documents shall not be disclosed or published to third party in India or abroad without prior written permission of Rail Coach Factory (Indian Railways) and shall not be used for any other purpose except for study of the job requirements.

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

I _____ (Name and designation)**appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s.....(herein after called the tenderer) for the purpose of the Tender documents for the work of Out-sourcing the work of **“LHB Bogie Frame Machining using 5-Axis Machine at firm’s end as per scope of work”** as per the tender No. **BMF/03/10/Machining-300** of **Eastern Railway** **, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

Reference –Para 6.1 of ITT

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/ CONSTITUENT PARTNER

Place:

Dated:

This affidavit is to be given by each member of Partnership firm/JV/HUF/LLP.

Annexure –VIB

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____
(Seal)

CHECK LIST

Check List of documents uploaded only in the website

SN	Documents to be submitted
1	Submission of undertaking (Annexure-II above) of this Tender enclosed with this tender document
2	Submission of Bid Security as per clause -5 of Part-I of GCC_April-2022
3	Annexure-V in Standard format to be submitted/uploaded by the bidder along with the Tender Document.
4	Annexure-V-A Certificate to be given by each member of Partnership firm/ JV/HUF/LLP
5	Documents, in support of suitability of Firm/Bidder (Sole Proprietorship Firm / Partnership Firm / Company registered under companies Act-2013 / Registered Society / Registered Trust / on behalf of a LLP registered under LLP Act-2008 / HUF etc.), to be submitted along with tender as per Para 14 of GCC –April-2022.
6	Board resolution, Power of attorney (Notarized) wherever required as mentioned above.
7.	Scan copy of GST no., PAN Card, Registration of EPFO & ESIC wherever applicable.
8	Annexure- 1 for Details of works completed by the tenderer during last three years. Supporting Documents also needs to be uploaded.
9	Annexure- 2 for Details of Plant & Machinery available with the tenderer on hand (Own) and proposed to be inducted (Own and Hired) for the subject work.
10	Annexure- 3 for List of Service Engineers and Personnel available on hand (own) and proposed to be engaged for the subject work should be given
11	Annexure- 4 for Details of works the tenderer presently have in hand. Supporting Documents also needs to be uploaded.
12	Annexure- 5 for Declaration regarding association of Railway officers with the tenderer
13	Annexure- 6 for List of Arbitration cases of the tenderer during last five years.
14	Annexure- 7 for List of COURT/arbitration cases of the tenderer during last five years
15	Scan copy of Bank Details prescribed format (NEFT MANDATE FORM) enclosed as Annexure- 8
16	Technical & commercial compliances as per Annexure-1, 2, 3, 4,5,6,7 attached with the tender document. Supporting Documents for Annexure- 1 & 4 also needs to be uploaded.

Note- (i) Tenderer should download GCC 2022 for works and read it carefully. All documents as per Terms & Conditions of this Contract, Guidelines of Rly. Board or Latest Correction Slips, should be submitted along with Tender Documents. Noncompliance of the same may cause rejection of the Bid or declared as unsuitable tenderer for the instant case.

(ii) Tenderer should also Study carefully of Scope of Work / material, penalty & payment Clause as contained in the Tender Document before submitting the bid.

End of Tender Document