

**SOUTHERN RAILWAY
(MECHANICAL DEPARTMENT)**

E-TENDER DOCUMENT- TOP SHEET



**Office of the
Divisional Railway Manager (Mechanical),
SOUTHERN RAILWAY, THIRUVANANTHAPURAM**

Address

**Divisional Railway Manager (Mechanical)
Divisional Office
Southern Railway Thycaud. P.O.,
, Thiruvananthapuram
Kerala-695 014**

This Contract is governed by GCC Works-2022 with latest Correction Slips

दक्षिण रेलवे / SOUTHERN RAILWAY
यांत्रिक विभाग / Mechanical Branch
टी.वी.सी डिवीजन/ TVC Division

E-Tender Notice No: TVC-M-CT-CHLORIN-ERM-2619

E-Tenders are invited by the Divisional Railway Manager (Mechanical), Southern Railway,
 Thiruvananthapuram for the following work in single packet tendering system.

1. General Information:

TVC Division of Southern Railway invites tenders through E-tendering system from the bidders for
 “Modification of Chlorine Filter Units in the IR-DRDO BIO-Digester tanks of LHB Coaches based
 at Coaching Depot Ernakulam (ERMCD) for a period of Three months.”

2. The key details are as follows:

a.	Name of Work	Modification of Chlorine Filter Units in IR-DRDO BIO-Digester tanks of LHB Coaches based at Coaching Depot Ernakulam (ERMCD) for a period of Three months
b.	Type of Tender	Open Tender (Single Packet System)
c.	Approximate Cost of work	₹ 10,19,174.72 (including 18% GST).
d.	Tender Security Amount (Earnest Money Deposit)	₹ 20,400/-
e.	Tender Document available on website	Website https://ireps.gov.in (Tender document can only be obtained after registration of tenderer on the website www.ireps.gov.in .)
f.	Validity of Tender(offer)	45 days from the date of closing of Tender.
g.	Stipulated date of Commencement of work	From the date of issue of LOA
h.	Tender submission last date & time	As per Published NIT
i.	Tender opening date & time	As per Published NIT
j.	Time period	Three months from the date of commencement of work.
k.	Authority and place for submission of tender, required documents (if any) and seeking clarifications on tender	Through online www.ireps.gov.in only Senior Divisional Mechanical Engineer, Southern Railway, Thiruvananthapuram

NOTE:

- I. Railway shall evaluate the offer only from the certificates/documents submitted along with the tender offer.
- II. The tender document should be submitted through on-line only through Website “<http://www.ireps.gov.in>”. Any other mode of submitting tender document will not be accepted. Tender forms submitted online without requisite cost of EMD will not be accepted and will be summarily rejected.
- III. The tenderer shall submit valid partnership deed in the case of partnership firm, valid Memorandum of Association & Articles of Association in case of Private limited company and in the case of sole proprietary ship firm valid notarized affidavit to be submitted along with their offer.

Part-A

1. Instructions to Tenderers (ITT):

- a. **Applicability:** These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.
- b. **Order of Precedence of Documents:** In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:
 - i. Letter of Award/Acceptance (LOA)
 - ii. Bill (s) of Quantities
 - iii. Special Conditions of Contract
 - iv. Technical Specifications as given in tender documents
 - v. Drawings
 - vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- 1.1 **Interpretation:** These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.
- 1.2 **Definition:** In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires,
 - a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
 - b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the *Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction)* and shall mean and include their successors of the Successor Railway.
 - c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
 - d) "Divisional Railway Manager" shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.
 - e) "Engineer" shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organizations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
 - f) "Tenderer" shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
 - g) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
 - h) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
 - i) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
 - j) "Drawings" shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

- k) “Contractor’s authorized Engineer” shall mean a graduate engineer or equivalent, having more than 3 years’ experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- l) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- m) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

2. The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications
 - (c) Bill(s) of quantities
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips,
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
3. The quantities shown in the NIT 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 Quantities. Any revision of rates / rebates submitted or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

5. Bid security:

- 5.1 (a) The tenderer shall be required to submit the 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. The Bid Security should be 2% of the estimated cost of the work.

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) **Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.**
 - (iii) **Labour Co-operative Societies shall submit only 50% of above Bid Security detailed above.**
 - (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
 - (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 5.2 The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure- C and shall be valid for a period of 90days beyond the bid validity period.
- 5.3 In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

- ii. The original Bank Guarantee should be delivered in person to DRM/Office/Mechanical before closing date for submission of bids. (ie. excluding the last date of submission of bids).
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for Modification of Chlorine Filter Units in the IR-DRDO BIO-Digester tanks of LHB Coaches at BBQ, GSN & TBM Coaching depots for a period of three months” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of her Bid submitted and consequent losses, if any, suffered by the Bidder.

5.4 Care in Submission of Tenders:

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- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by Contractor;

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;

Any other non-compliance done by Contractor;

- 6. **General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways

arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

- A. **Retention Money:** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.
- B. When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- C. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

6.1 Vide RB Letter No: 2022/CE-I/CT/GCC Correspondence dated 14.05.2024, the “provision of downloading Annexure-V of GCC & uploading of physically signed Annexure-V by the Tenderer had been discontinued on IREPS”. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure-VA shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUH / Limited Liability Partnership (LLP) etc, as the case may be. 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/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

7.0 **Right of Railway to Deal with Tenders:** 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 tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

7A. **Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time shall be followed for consideration of tenders.

7B. **Permission to Bid for a bidder from a country which shares Land boundary with India:**

Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

7C. **Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

8. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of Divisional Railway Manager (Mechanical) .If tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his

tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

- 8.1** Form of Contract Document: Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally). Agreement as per specimen form **Annexure- O**.

- 9.** If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

- 10. JV firms are not eligible for this tender.**

ANNEXURE - I

**SOUTHERN RAILWAY
TENDER FORM (First Sheet)**

Tender No. TVC-M-CT-CHLORIN-ERM-2619

Name of Work: Modification of Chlorine Filter Units in the IR-DRDO BIO-Digester tanks of LHB Coaches based at Coaching Depot Ernakulam (ERMCD) for a period of Three months.”

To
The President of India
Acting through the Divisional railway Manager (Mechanical) of Southern Railway,
Thiruvananthapuram Division

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 **60** days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work of “Modification of Chlorine Filter Units in the IR-DRDO BIO-Digester tanks of LHB Coaches based at Coaching Depot Ernakulam (ERMCD) for a period of three months.”

" at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in 60 days from the date of commencement of work 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 ₹ ---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 Start-up firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of the Tender

Date-----

Address of the Tenderer(s)

ANNEXURE - I

(Contd. ...)

TENDER FORM (Second Sheet)

1. **INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER:** The following documents form part of Tender / Contract:
 - (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Bill(s) of quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr.DME/TVC or obtained from the office of the Chief Engineer, S Railway on payment of prescribed charges.
 - (e) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the Sr.DME/TVC of S. Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below on total advertised value in the Schedule of Rates page on IREPS of instant tender except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities 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 Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at IREPS specified place in Tender published by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period Three months.
6. **BID SECURITY:**
 - (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Southern Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - (c) If his tender is accepted,
 - (i) The Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) The Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encased as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

7. RIGHTS OF THE RAILWAY TO DEAL WITH TENDER:

The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10 TENDERER CREDENTIALS

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.

- a. In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to two years.
- b. In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected

11. The following documents are to be submitted along with the Tender.

1	The constitution of their concern & PAN Card Copy. etc.,
2	Format for certificate to be submitted / uploaded by tenderer along with the tender documents-As per Annexure-V
3	Format of certificate to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)-As per Annexure-V(A)
4	Tenderers details as per Annexure-L
5	Undertaking for not black listed/debarred from participating Rly tender as per Annexure-J
6	Employment/Partnership etc. of Retired Railway Employees as per Annexure-M (Mandatory).
7	NEFT Mandate form as per Annexure-D

12. SUBMISSION OF OFFERS:

1. All offers shall be accompanied with digitally signed documents.
2. Any individual(s) signing the tender or other documents connected therewith shall specify whether he is signing.
- a. As sole proprietor of the concern or attorney of the sole proprietor
- b. As a partner or partners of the firm

- c. As a Director, Manager or Secretary of a limited company duly authorized by a resolution passed by the board of Director or in pursuance of the authority conferred by memorandum of association.
3. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents.
4. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the "Engineer" for verification, if required.
5. All the copies of annexure enclosed with the tender paper should be duly filled in by the tenderer and submitted along with the tender duly signed and stamped on each page.
- 13 **LOCAL CONDITIONS:**
It will be imperative for each tenderer to fully acquaint him of all the local conditions and factors, which would have any effect of the performance of the contract and the cost of item of works. The "Railways" shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the "Railways" accepts the offer. The tenderer can visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done.
- 14 Acceptance of offer (LOA) to the eligible bidder will be issued as per the tender evaluation
15. **AGREEMENT**
Successful tenderer shall have to execute an Agreement in the standard form after receiving the "Letter of Acceptance" with the submission of performance guarantee.
- 15.1 He shall submit a declaration while signing the Agreement that all the employees engaged by him shall be his paid employees and Railway shall have no onus for them.
- 15.2 Adequate safety precautions are to be taken by the Contractor to ensure safety of workmen engaged by the Contractor.
- 15.3 Contractor should take utmost care to ensure that no damage to the Railway property takes place due to any act of his workmen, while carrying out the work under this contract.
- 15.4 The work shall be carried out without affecting the Railway working and in consultation with Sr. Divisional Mechanical Engineer, Thiruvananthapuram or his authorized representative.
- 15.5. The work may be carried out on running lines and therefore every precaution shall be taken by contractor to protect their labour and materials. The Contractor shall adhere to Workmen Compensation Act, Payment of Minimum Wages Act and all other labour legislations.
- 15.6. The contractor shall note that no compensation due to any loss of life or loss of material or any other account be given by the Railway Administration while carrying out the work by the contractor as per agreed terms. The Contractor shall have to pay all the compensation in case of any accident, injury to his labour. Further the contract shall indemnify Railway administration for any claim in this regard.
16. **SECURITY DEPOSIT:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.
The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.
Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/ returned to the

contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

- 16.(1)** Refund of Security Deposit: Security Deposit mentioned in clause (16) above shall be returned to the Contractor along with or after, the following:
- (a) Final Payment of the Contract as per clause 51.(1) of GCC and
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC, in case applicable.
- 16. (2) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.
- 16.(3)** No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

17. PERFORMANCE GUARANTEE

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a **Performance Guarantee (PG) @ 5%** of the accepted value within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value **and Additional Performance Guarantee as per para 17 (h).**
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance Bond as per Annexure-XVII

Note

1. The provision of insurance Surety Bond shall be for all contracts having DOC within 36 months only.
2. In case DOC extends beyond 36 months, fresh Insurance surety bond or any other form of performance guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of agreement.

3. In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh insurance surety Bond/fresh Performance security, in any form as given above, before expiry of existing Insurance surety Bond.
4. **In case of Bank Guarantee**, the issuing bank should confirm that it is on the SFMS (Structured Financial Messaging System) and should invariably send the advice of the bank Guarantee to the following bank details: -

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vi) Deposit in the Post Office Saving Bank;
- (vii) Deposit in the National Savings Certificates;
- (viii) Twelve years National Defense Certificates;
- (ix) Ten years Defense Deposits;
- (x) National Defense Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Sr.DFM/TVC (free from any encumbrance) may be accepted.

Note:- In case of FDR/TDR, the issuing bank to certify and ensure the following while confirming the genuineness of the FDR/TDR

- i. That a 'Lien' has been marked in favour of, Senior Divisional Finance Officer, Southern Railway, Thiruvananthapuram-14 in the bank's records.
- ii. Ensure that the amount under those FDR/TDR should not be released, credited to any account, or adjusted against any other liability of the contractor without the prior written 'Discharge Certificate' issued by the Railway administration, notwithstanding the maturity of the instrument or the possession of the original receipt by any party".
- iii. The Lien has to be noted in the bank's ledger Online & Offline.
- iv. The FDR/TDR cannot be encashed, pledged or renewed without the express written consent of the designated Railway Officer.
- v. The FDR/TDR should be issued in a specific format, typed/ not hand written in ink such as:

“Bank Name A/c [Contractor Name] (Lien to Senior Divisional Finance Manager, southern Railway, Thiruvananthapuram-14”

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of

- P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
 - (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
 - (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
 - (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of GCC conditions.
 - (h) If the tender is accepted on the quoted rates of bidder which is below the Advertised Tender Value, an additional Performance Security shall be submitted by the bidder as below:

Bid quoted in % of Advertised Cost	Additional Performance Guarantee (%)
Below 0-5% (inclusive)	Nil
Below 5%	5%

18 PERIOD OF CONTRACT

Currency of the Contract is Three months from the date of commencement of the work.

Delivery Schedule

- i) Junior Engineer / Senior Section Engineer of concern depots will generally allot **coaches** on every day to the contractor. However, the number of coaches may vary as per the requirement of the railway.
- ii) The contractor has to complete the modification work as per scope of work on the same day of allotment of coaches.
- iii) The contractor shall strictly adhere to the programme framed by the Engineer or his representatives so as to complete the work within the time allotted to the contractor. The contractor will have to employ labour in full strength commensurate with work to be executed. The contractor should arrange tools and equipments to complete the job most expeditiously within the stipulated completion period. The Engineers decision will be final and binding on the contractor.

19. SCOPE OF WORK

NAME of WORK: Modification of Chlorine Filter Units in the IR-DRDO BIO-Digester tanks of LHB Coaches based at Coaching Depot Ernakulam (ERMCD) for a period of three months.”

Scope of Work:

1. Remove fasteners i.e., bolt and nut, bracket connecting chlorine filter with bio tank.
2. After removal of fasteners and bracket, make separate the chlorine filter unit (both LH side & RH side bio tanks) by cutting the inlet pipe at Chlorine filter then remove the threaded portion left on the Bio digester tank by using pipe wrench.
3. Dismantling chlorine filter and closing the existing connecting pipe hole by suitable welding with a disc (dummy plate) of pipe opening size.
4. Make a hole to the size of 2” dia pipe nipple on the face perpendicular to the existing face from where the pipe was cut, to insert the pipe nipple.
5. Grinding of hole for better surface finish, to be carried out.
6. Joining the inlet pipe on the newly cut hole by suitable welding, at firm’s premises.
7. Cut the existing holding bracket and weld a new bracket on the perpendicular face of the chlorine filter.
8. Provide a union joint of 2” inch size, Material – SS304 on inlet pipe of bio tank.
9. Connect the fabricated LH chlorine filter on RH side bio tank with proper tightness.
10. Further, Connect the RH chlorine filter on LH side of bio tank with proper tightness.
11. Provide the bolt & nut with bracket for connecting chlorine filter with bio tank.
12. During the execution of work precautions to be taken to avoid spilling of fecal matter i.e. contractor has to arrange trays to collect the spilled fecal.

Materials Required per Chlorine filter unit:

I. The following materials shall be arranged, supplied, and provided by the contractor at his own cost.

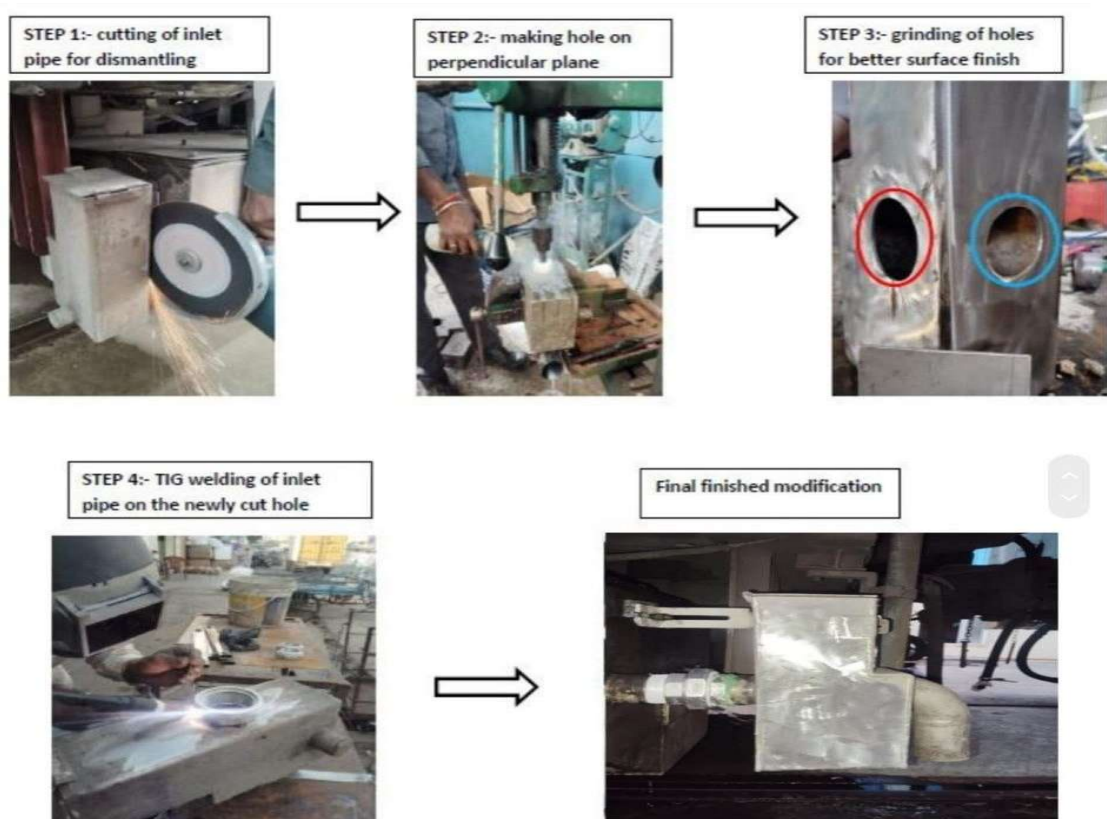
1. 2” dia pipe nipple 1 Nos grade SS304
2. 2” dia union joint 1 Nos grade SS304
3. 2^{1/2}” dia dummy plate 1 Nos grade SS304
4. Bracket 1 Nos grade SS304
5. ½” Bolt & Nut 1 Nos grade SS 304

II. All tools and consumables (like filler rod, cutting blade etc.) required for the subject work shall be brought by the contractor only, railway will not provide/Assist for any tools & consumables.

III. All miscellaneous items like threads, thread seal, cotton waste & other items shall be brought

by the contractor.

Procedure of work with photographs for Reference:



Movement of Chlorinator unit:

The contractor shall arrange for the movement of Chlorine filter unit to the work place within the concerned Railway coaching depot premises for modification work. Railways will not provide any assistance.

Inspection:

CDO'S of concerned depot or their nominated representative will conduct inspection during execution and on completion of work. Deficiencies highlighted during inspections shall be addressed promptly

and without delay.

Job Delivery Schedule:

1. Fitment of the chlorine filter for on each coach (max 4 lavatories) shall be completed on the same day of offering the coach.
2. Daily one to three coaches will be offered for the subject work based on the availability of coaches and spare Chlorine filter units.

Period of contract:

- 3 months from the date of commencement of subject work.

SPECIAL TERMS AND CONDITIONS:

1. The contractor staff has to be turned up to carry out the subject work within 24 hrs from the time of intimation by means of Phone call/ message/mail. The contractor or his representative should always be available on phone to contact.
2. Railways will provide Water, Compressed air and Electricity at free of cost. However, the accessories for the daily use of electrical power such as extension cords, plugs and other items that are required for the said work have to be arranged and installed by the contractor at his own cost.
3. Work shall be carried out at any other depots apart from TVC division depots on demand.
4. In all the above activities, the contractor and his/her representatives should exercise and practice **sound Waste Management principle**. *All the wastes should be disposed only in the nominated places / locations.*
5. The contractor shall report to the administration about progress of work daily after the completion of work so as to plan for the next day's work.
6. Instructions by the representative of Railways with regard to subject work should be invariably carried out.
7. The contractor shall maintain a work diary with the details of work completed in coaches date wise etc., which shall be jointly certified by the contractor's representative and the SSE/Sick line/M&P/Pit line/ ERMCD
8. Contractor should be liable to reimburse the Railway Administration all costs and damages incurred due to the act of omission or commission by him or his staff.
9. It is the onus of the contractor to maintain registers as per the contract labour (Regulation and Abolition) Act.
10. The employee of contractor shall not be entitled for any facility as is provided to Railway staff. It is the sole responsibility of contractor to observe and abide by the provision of Labour Act, etc. and other regulations framed by the Govt. and revised time to time. Railway will not be responsible for any violation of the Act or Regulation by the agency.
11. The contractor shall not employ any labour below the age of the 18 years and should adhere to all Labour Laws.
12. Railway will not provide any transport facility to the contractor for bringing his staff for duty.

13. The contractor shall indemnify the Railways from payment to any wages / damages /compensation to the labour /men employed by him.
 14. The contractor should make his own arrangement for necessary relief arrangement to the employee for weekly off/leave etc.
 15. Railway will not be at any time responsible for any accident/injury occurring to the labour employed by him for executing this work. The contractor shall wholly be responsible and shall see that proper attention and medical treatment is given to the labour employed by him. The contractor shall be responsible for any claim arising out of the employment injury or otherwise in the course of employment under any stature.
 16. In the event of failure to carry out the work during the contractual period, Railway will be at liberty to get work done departmentally or from other agency at the risk and cost of the contractor.
 17. The contractor shall provide the Personal Protective Equipment (Hand gloves, safety shoes, nose mask, goggles, helmet, safety belt etc.) according to material used and work environment to his workmen and is responsible for ensuring that they use it.
 18. Sub-letting of the contract will not be permitted. If it is detected, the contract will be terminated and the security deposit shall be forfeited.
 19. The Security Deposit shall be returned to the contractor after the completion of warranty. During this period if complaints rises regarding workmanship, then it has to be attended by the contractor.
 20. The competent authority should normally be the authority, who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the security deposit, the contractor shall issue an unconditional & unequivocal no claim certificate to the Railways.
- 20. WARRANTY:** The warranty period for the workmanship and materials used in subject work, shall be 12 months from the date of fitting. Any defects found within this period shall be repaired or replaced free of cost by the Contractor
- 21. INSPECTION:**
The work carried out by the contractor will be checked in each stage by Junior Engineer/Senior Section Engineer of concern depots. During checking if quality of work is not up to the mark as per scope of work, then firm has to again rework on the same with free of cost. The decision of the Railway administration will be final in this regard.
- 22. IDENTITY CARDS**
The contractor shall be responsible for the supply of identity cards to all employees employed by him in carrying out the contract. The list of laborers to be employed with photographs should be submitted by the contractor in advance.

23. PENALTY CLAUSE

1. Fitment of the chlorine filter for one coach (max 4 lavatories) shall be completed on the same day of offering the coach, otherwise a penalty of Rs. 2000/- per day per coach shall be levied for any delay attributable to the Contractor. If the delay is due to Railways' account, no penalty shall be imposed.
2. Any irregularities noticed by the Railway officials will attract penalty of Rs.500/- per occasion.
3. If any damage has happened to railway property during their execution of work, then the contractor is liable to pay the cost of the damaged materials to railways.
4. The Railway Administration reserves the right to terminate the contract if the work executed by the Contractor is consistently unsatisfactory, failing to meet the required standards.
5. If the spillage of fecal matter found on the floor area due to the failure of the contractor a penalty of Rs.100 per Chlorine filter unit will be levied.

24. PAYMENT

The standard payment terms subjected to recoveries of any amount under the liquidated damages clause of contract will be as under:

1. Payment will be made to the Firm/Contractor on basis of satisfactory completion of actual work done on monthly basis.
2. Contractor shall submit the Bill in online mode through IRWCMS portal and follow the procedure as well
3. Payment as above shall be subject to any deductions of any amount for which the Contractor is liable under the contract against this tender.
 - a) It should be ensured and mentioned on the bill by the bill forwarding authority that firm has carried out the work as per Terms and Conditions of contract.
 - b) Rate will be including of GST.
 - c) The contractor will have to ensure adherence to all statutory laws, acts, rules and regulations applicable for the staff deployed and the work being carried out by him.

Payment in full of such bills subject to audit and deductions which the Government may make in respect of any moneys due to it under the provisions contained in this Agreement, shall be made to the contractor by the **Senior Divisional Finance Manager, Thiruvananthapuram – 695 014** after the receipt of the bills by him from the Divisional Railway Manager, (Mechanical), Thiruvananthapuram Division, Southern Railway, Thycad– 695 014. Necessary Income Tax at the rates of 2% or at the rates applicable from time to time and applicable TDS on GST will be recovered from the contractor's bills.

Payment shall be made to contractor as per job schedule and accepted rates on actual work done and actual spare parts replaced only after necessary deductions and recovery as may be entitled to make under the contract. The payment shall be made on monthly basis after verification of records. Documentary proof of payment as per minimum wages through bank, ESI & EPF to be submitted along with monthly bills.

25. PAYMENT REGISTER

The following details are to be mentioned in the payment register:

Name of the contract labourer, rate of wages per day, Variable DA paid, Wages paid for the month, signature of the contract labour, signature of the contractor.

The contractor must establish that he follows all labour laws and makes payment to his staff in accordance with relevant Acts through documentary evidence like copy of returns filed for PF, ESI code No. etc. He will submit a declaration while signing the agreement that all employees engaged by him shall be his paid employees and Railway shall have no onus for them.

26. ELECTRONIC FUND TRANSFER SYSTEM

In view of the introduction of Electronic Fund Transfer system by Railways for making payments to contractors, tenderers are required to submit the following details.

Name of Bank, Address of bank, Type of Account (SB/Current/OD), Account no & MICR Bank Code, IFSC code. The mandate to be attested by bank Manager concerned and photo copy of the cancelled cheque may also be submitted to this office. On receipt of the above data, the individual NEFT number for your firm will be advised. It should be ensured that the above NEFT number is quoted when bills are submitted.

27. WORK DIARY

The depot shall maintain a work diary, which shall have information about the details of work carried out and shall be jointly certified by the contractor's representative and the respective Senior Section Engineer/Junior Engineer of the concerned depots. Extract of this record shall be submitted along with the bill for payment.

28. The Conservancy Cess Charges will be deducted from the running bills as per extant rules.

29. GST Act & Rules as applicable from time to time which is payable under statutory laws of India with effect from 01.07.2017 as per GST Act 2017 will be applicable to this contract. No claim whatsoever will be accepted by Railways on account of upward revision of tax rates, new taxes of statutory nature by State/Central Govt. Railways shall have the benefit of reduction in tax rates.

30. Mandatory updating of labour data on Railway's Shramik kalyan portal www.shramikkalyan.indianrailways.gov.in by Contractor. 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.

31. Engagement of Labour

Adequate man power according to the quantum of the work has to be arranged by the Contractor.

32. Termination of Contract

a. In the event of contractor failing to comply with all or any other conditions part there of governing this contract, the Sr.DME/TVC will have the right to terminate the contract at any stage on issue of notice thereof and in the event of such termination, the contractor will not be entitled to get any compensation from the Railways for any loss whatsoever may have suffered.

b. General Conditions of Contract, herein after mentioned as GCC as amended/ corrected/ updated time to time are applicable for this contract.

SCHEDULE OF RATES

S.no	Nature of the Work	Unit (Per Bio-Toilet) Rate in Rs. (Including GST @18%)	Quantity in Nos.	Total Value (inclusive of GST @ 18%)
1	Removal, Fabrication & Fitment Works for Modification of Chlorine Filter Units in the IR-DRDO BIO-Digester tanks of LHB Coaches based at Coaching Depot Ernakulam (ERMCD) for a period of three months. (Rate inclusive of cost of materials)	₹1,553.62	656	₹ 10,19,174.72
Grand Total inclusive of GST @18%				₹ 10,19,174.72

CERTIFICATE BY CONTRACTOR

(Name of Work)

Name of Depot:Period:

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

Verified by
seal

Railway's authorized contract manager.

Signature of contractor with

Para 5 of the Instructions to Tenderers
(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, this should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.: Date:-----

In consideration of the President of India acting through---- (Designation & address of Contract Signing Authority), Railway,, (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No.,_____, We have been informed that [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of Bid Security], in the form of Bank Guarantee, according to conditions of Bid.AND

WHEREAS,[Insert Name of the Bank], with its Branch[Insert Address] having its Headquarters office at..... [Insert Address], hereinafter called the Bank, acting through.....[Insert Name and Designation of the authorised persons of the Bank], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court,Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.GCC April 2022
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at anytime.
6. This guarantee will remain valid and effective from.....[insert date of issue]till.....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid].Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –
11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway

Date

IFSC CODE
IFSC TYPE BRANCH
BRANCH NAME
ADDRESS

BG ENABLED YES

Place..... Bank's Seal and authorized signature(s)
[Name in Block letters]
[Designation with Code No.].....
[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal
2 Signature, Name& address & Seal Bank's Seal

[P/Attorney]No.

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

Annexure – D

NATIONAL ELECTRONIC FUND TRANSFER-MANDATE FORM

1	Name of City	
2	Bank Code No.	
3	Bank's Name	
4	Branch Address	
5	Branch Telephone / Fax No	
6	Supplier's Account No	
7	Type of Account	
8	IFSC Code for NEFT	
9	IFSC Code for RTGS	
10	Supplier's Name as per Account	
11	Telephone No. of Supplier	
12	Supplier's E-mail ID	

I hereby decide that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user instruction responsible.

I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.

Date:

Signature of the Investor/Customer

Certified that the particulars furnished above are correct as per our records.

Bank Stamp/Date

Signature of the Authorized Official of the Bank.

Enclose a Copy of Cancelled Cheque.

Annexure-“J”

UNDER TAKING

(Declaration is to be submitted mandatorily by the firm in terms of Clause#14(ii)/18 of Part-I, GCC-2022).

I/We _____ (Name of the Firm) submit the undertaking that my/our
firm _____ is not blacklisted or debarred by Railways or any other Ministry /
Department
of Govt. of India as on date of the present tender opening of bids.

Signature of the tenderer

Name:

Stamp/Seal

Date:

Note:

1. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

Annexure-“L”

TENDERER DETAILS

01. Name/s of Tender/s _____

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

03. Permanent (i) Business address: _____

(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: _____

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

NOTE:- A certified copy of 1) Certificate of Registration, 2) Memorandum of Articles of the Society, 3)
 Last audited Balance Sheet and Profit and Loss Accounts should be enclosed with this tender.

Name & Signature of the tenderer

Annexure – M

UNDER TAKING

(Declaration is to be submitted by the firm under clause no 16 of GCC)

Tender Number: _____

Name of the work: _____

Information regarding Employment/Partnership etc. of Retired Railway Employees in terms of GCC-2022,

Part-I, Clause #16 a,b& c. are gone through thoroughly and

I declare that

(i) No retired employee/manager (or) Retired gazetted officer is working in our organization

(ii) The details of the Railway retired employee or gazetted officer working in our organization and is associated with the bid.

S.No	Name of Retired Railway Employee	Designation	Date/Month/Year of retirement

(iii) Details

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

Bidder having relative(s) employed in gazetted capacity in the any department of the Railway, the same should be brought to the notice of authority inviting tender in the following table.

S.No	Name of the Employee	Relation with the Railway Officer	Railway officer Name and Designation

Signature Of the bidder

Stamp/Seal

Date:

ANNEXURE – N

MODEL FORM OF BANK GUARANTEE BOND

(To be issued on non-judicial stamp paper of appropriate value prevailing in the State/UT)
GUARANTEE BOND

Bank Guarantee No.:

Date of issue:

Amount:

Validity:

Claim date:

To:

The President of India,
 Acting through **Senior Divisional Finance Manager,**
Southern Railway, Thiruvananthapuram-6950 14.

Sub: -..... *(insert details of the work)*

 In consideration of the **President of India**, acting through **Senior Divisional Finance Manager, Southern Railway, Thiruvananthapuram** (hereinafter called "the Government") having agreed to exempt M/s*(insert name and address of contractor)* (hereinafter called "the said Contractor(s)" / "Supplier(s)"), from the demand under the terms and conditions of an Agreement (or Letter of Acceptance or Purchase Order) No.....dated..... Made between *(insert details of authority who signed the Agreement/LOA/PO)* and the said Contractor for*(Insert details of the work(s) /material(s) to be supplied)* (hereinafter called the said Agreement or Purchase Order or Letter of Acceptance), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement /LOA PO on production of a Bank Guarantee for ₹..... (Rupees only). We,*(insert name and address of the Bank)* (hereinafter referred to as "the Bank"), at the request of the said Contractor(s)/Supplier(s), do hereby undertake to pay to the Government an amount not exceeding ₹...../- (Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor of any of the terms, or conditions contained in the said Contract.

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

3 We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under the present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. We(*insert name of the Bank*). further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... (*insert details of appropriate authority/Department of Ministry of Railways*) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the(*date of validity/claim as the case may be*), we shall be discharged from all liability under this Guarantee thereafter.

5. We..... (*Insert name of the Bank*) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We,..... (*Insert the Name of the Bank*), lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Notwithstanding anything hereinabove:

- a) Our liability under this Guarantee is limited to a sum of Rs...../- (Rupeesonly);
- b) The validity of this guarantee shall be available up to..... (*insert validity date*);
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Government serves upon the Bank a written claim or demand on or before.....(*insert claim date*)

Dated, this..... day of(*month*),..... (*year*)

(Signature(s) of Authorized signatories with name,
designation and Employee Code and Bank Seal)

Witness(1):

Signature:
Name:
Address:

Witness(2):

Signature:
Name:
Address:

ANNEXURE – O

**SOUTHERN RAILWAY
CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 2025 between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities 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 drawings and said conditions of contract on or before the _____ day of _____ 20__ 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 have been fully set forth herein), AND the 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 Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)

Railway: Designation _____

Address _____

(For President of India)

Date _____

Date _____

Signature of Witnesses (to Signature of Contractor) with address:

Witnesses:

Annexure-V**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS**

I.....(*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer, M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of(*Railway*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its 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 down loaded the tender document from Indian Railway website www.ireps.gov.in I have verified the content of the document from the web site 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 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 up to 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:

Dated:

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

Annexure-V(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 fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated:

B. New Annexure – XVII, Part-II of GCC-2022 shall be read as under:-

ANNEXURE-XVII

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
through.....,
.....
Railway.

Date:.....
.....

Surety Bond No:

Issue Date:.....

Amount of Bond:

Expiry Date:.....

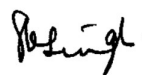
WHEREAS, In consideration of the President of India acting through(Designation & address of contract signing authority),.....Railway,....., (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹. XXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.


09/10/25

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SB No:

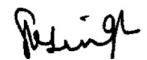
Date:

WHEREAS, we, _____, (*Name of insurance company*) hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (**Rupees XXXX Only**) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.



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12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXXX Only)**.
- b. This Surety Bond shall be valid up to **XXXX (being the date of expiry)**;
- c. Unless the bank is served a written claim or demand on or before **XXXX [date of expiry]** all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness

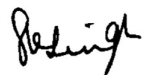
- 1.
- 2.

* * * * *

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]


09/01/25

7



PART-B

II GENERAL CONDITION OF CONTRACT

1. Definitions: In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:
 - (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
 - (b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
 - (c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
 - (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
 - (e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy.Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
 - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
 - (g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
 - (h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
 - (i) "Works" shall mean the works to be executed in accordance with the contract.
 - (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
 - (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
 - (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
 - (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.

- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

1. **Communications to be in Writing:** All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
2. **Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.
3. **Occupation and Use of Land:** No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
4. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of GCC Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.
5. **Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
6. **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefore.
7. **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, his agents or employees, in the execution of the works or in his 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.

9. **Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, 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 30 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 under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
 10. Extension of Time in Contracts: As per Clause 17A of GCC works, April 2022
 11. Rates for Extra Item(s) of Works: As per Clause 39(1) of GCC works, April 2022
 12. Powers of Modification to Contract: As per Clause 42(1) of GCC works, April 2022
 13. Measurements, Certificates and Payments: As per Clause 44,45 & 46 of GCC works, April 2022.
 14. Determination of Contract: As per Clause 62 of GCC, works
 15. Settlement of disputes – Indian Railway Arbitration and Conciliation rules -- As per Clause 63 of GCC, works
 16. Price Variation Clause (PVC): Not applicable to this contract.
- 17A. **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 the following clauses:
- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
 - (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of GCC Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
 - (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or

extensions of the completion date as may be considered reasonable. The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself. The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

- 17B. **Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 9 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated *at the rate of liquidated damages as decided by Engineer between 0.05% to 0.30% of contract value of the works for each week or part of the week.*

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC Conditions, whether or not actual damage is caused by such default.

NOTE: In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived.

18. **Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption of failure of the water supply.
19. **Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission

structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

- 20. Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 20.(1)** (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
- Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- 21. RAILWAY PASSES :**
The Railway shall not issue free Railway passes to the contractor or any of his employee / worker.
- 22. TRANSPORT OF MATERIALS:**
No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates thereof.
- 23. Code of conduct:**
1.0 Dress code:
Everyone should always be in uniform as prescribed by the Contractor at all times while on duty at the depot:
- Badge should be worn properly to be visible as per the specimen given below.
 - Dress should be clean and worn properly.

2.0 Performa for Staff Identity Card

Photo of Worker	Name of Contractor	← Front
	Modification of Chlorine Filter Units in the IR-DRDO BIO-Digester tanks of LHB Coaches at Coaching depot ERM for a period of three months	

<p align="center"><u>ISSUING AUTHORITY</u></p> <p align="center">Valid for 3 months from the date of Issue</p> <p>Date :</p>	← Back
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(a) **Timings :**

- All personnel to report to work on the assigned time and be present till the assigned time for leaving.
Timings will be in control of DRM/M/TVC or his nominated supervisor.
- Flexibility for the trains running late to be covered under the contract need to be assigned by them – clearly communicated to all.

(b) **Behavior :**

- All personnel need to be courteous to Railway staff.
- All personnel to be nicely behaved with each other.
- Supervisors and operators need to have a cordial, mutually respectful relationship at all times.
- Operators should follow supervisor's instructions on behavior.
- Arguments with Railway officials should be avoided at all costs.
- Any questions or objections from Railway Staff should be directed to the supervisors for them to clarify.
- All Workmen & Supervisors to wish Railway Officials/Staff whenever they meet them or see them at Depot.

(c) **Safety :**

- No person should board or alight from a moving train.
- All persons to wind up the operation pick up their materials and get down from the train and remove cables from electrical connection and store them in Machine Room.
- All workers to check the loose Electrical Connections if any or naked electrical wiring to be insulated properly.
- All workers to wear uniform, gum boots, gloves and follow safe working practices as advised by EFL management.
- All workers be aware of loose shunting that takes place during the work in progress

24. **INSPECTION REGISTERS AND RECORDS:**

The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer 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 the Engineer or his representative or his supervisory official and shall make all efforts to comply with them. The contractor to the Engineer shall report 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. **Facilities for inspection:**
The contractor shall afford the engineer and the engineer's representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection.

25. WORKING HOURS:

Work shall be carried out as specified in the special conditions of the contract. The Contractor will be responsible for fulfillment of this condition during the execution of work for safe working of his staff. The work shall be carried out on shift basis. The shift can be unit or split depending upon the cluster of trains.

- a. **Damage from accident or floods or tides:**
The Contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure, plant or material or every description belonging to the Railway Administration, lost or damaged by any cause during the course of Contractor's work, if contractor's workers or his equipment causes it. The Railway Administration will not pay to the Contractor any charges for rectification or repairs or any damage, which may have occurred from any cause whatsoever, to any of his/their assets during execution of work. No claims in this regard will be arbitral.
- b. **Measurement of work:**
Measurement of works shall be done as specified in the Special Conditions based on performance evaluation/ completion of works.
- c. **Completion of work:**
Certificate of completion of works: As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a Certificate of completion in respect of the works.
- d. **Contractor not absolved by completion Certificate:**
The Certificate of completion in respect of the works referred to in sub-clause (a) of this clause shall not absolve the contractor from his liability to make good any defects imperfections, shrinkage or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instructions of the Engineer, which defects, imperfections, shrinkage or faults shall upon the direction in writing of the Engineer be amended and made good by the contractor at his own cost and in case of default on the part of contractor the Engineer may employ labour and materials or appoint another contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the contractor and shall be recoverable from any moneys due to him under this contract or any other contract.

26. **Completion period:** The earliest possible time of completion of each activity/activities is required. The Railways attaches utmost importance to timely completion and requests the contractor to take note of 'Liquidated Damages and Penalty Clauses'.
27. **Progress Report:** The contractor shall submit monthly progress reports as to the progress of the contract and in such form as may called for by the Railways or his nominee. The submission and acceptance of these reports shall not prejudice the right of the Railways in any manner.
28. **Commencement of Work & Liquidated Damages:** Successful Tenderer shall commence the work forthwith on receipt of Letter of Acceptance failing which they shall be penalized and contract will be cancelled.
29. All other terms and conditions mentioned in the Tender Document and G.C.C for Works-April 2022 up to the correction slips till publication of this tender.
30. Courts of Thiruvananthapuram shall have jurisdiction in any proceedings relating to this Tender/contract.

**All other terms and conditions will be admissible as per
GCC – April, 2022 with correction slips issued from time to time.**

“END OF TENDER DOCUMENT”