

Government of India
Ministry of Railway
Railway Board

No. 2017/EnHM (CE)/25/11

New Delhi, Dt. 07.03.18

The General Managers
All Zonal Railways & Production Units

(Corrigendum No.1 to "GCC for Services, 2018")

Sub:- General Conditions of Contract for Services, 2018

With reference to the subject mentioned above, partial modifications to the 'General Conditions of Contract for Services, 2018' are as follows:-

1.

Page 1	Para 1.2.5
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Present Content:

Manager shall mean the Divisional officers or equivalent officers of the user department i.e. Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S & T and Electrical of both Open line and Construction department including Production Units etc. in executive charge of the works (for e.g. Sr DOM, Sr DCM, CMS, Sr DEN etc.) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway.

To be read as:

Manager shall mean the Divisional officers or equivalent officers of the user department i.e. **Mechanical/** Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S & T and Electrical of both Open line and Construction department including Production Units etc. in executive charge of the works (for e.g. Sr. DME, Sr DOM, Sr DCM, CMS, Sr DEN etc.) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway.

2.

Page 11	Para 2.6.1.2 (i)
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Present Content:

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

GIF

To be read as:

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

3.

Page 22	Para 4.11.4
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Present Content:

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

To be read as:

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

4.

Page 70	Para 7.4 (j)
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Present Content:

Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or works.

To be read as:

Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or

This issues with the concurrence of ED/Transformation /Accounts of Railway Board.


(Amit Garg)
Executive Director, EnHM(CE)

No. 2017/EnHM/25/11

New Delhi, Dt. 07.03.18

Copy forwarded for information to:

1. The Principal Financial Adviser, All Indian Railways
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan.

3. CTIs

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड RAILWAY BOARD

No. 2018/Trans. Cell/Mech/Service Contract

New Delhi, Dated: 17.12.2018

The General Manager,
All Indian Railways & Production Units, NF(C), CORE,
The DG/RDSO/Lucknow, DG/NAIR
CAOs, DMW/Patiala, COFMOW/NDLS, RWP/Bela, IROAF
Director, All CTIs

Sub: General Conditions of Contract for Services.
Ref: Railway Board's letter of even No. dated 20.03.2018.

A number of references have been received from Zonal Railways regarding special conditions required to be incorporated in variance with conditions specified in GCC for Services. The matter has been examined and Board (MRS, FC & CRB) have decided that:

"PHODs may frame and approve Special Conditions of Contract on Service" in consultation with Associate Finance"

This issues with the concurrence of Associate Finance of the Transformation Cell.




(A.K. Chandra)

Executive Director/Mech./Transformation

Copy to:

1. General Managers/All Indian Railways
2. PFAs, All Indian Railways & Production Units
3. The ADAI (Railways). New Delhi
4. The Director of Audit, All Indian Railways



(Sanjeeb Kumar)

Executive Director/Accounts
Transformation

Copy to

1. The ADAI (Railways), New Delhi
2. The Director of Audit, All Indian Railways
3. The Director, Indian Railway Institute of Civil Engineering, Pune.
4. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
5. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
6. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
7. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
8. The Director, Indian Railway Institute of Transport Management, Lucknow.
9. The Registrar, Railway Claims Tribunal, Delhi.
10. The General Secretary, IRCA, New Delhi.
11. The Chief Commissioner of Railway Safety, Lucknow.
12. The Secretary, Railway Rates Tribunal, Chennai.
13. The Chairman. Railway Recruitment Board, Ahmedabad. Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Gorakhpur, Guwahati, Jammu & Srinagar, Kolkata, Malda. Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivendrum.
14. Managing Director. CRIS, Chanakyapuri, New Delhi
15. Chief Managing Directors/Managing Directors, RITES, IRCTC, RVNL, CONCOR, RailTel, IRCON, IRFC & KRCL.

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268. FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR. MRS, MS, MT, SECY, DG(S&T), DG (RHS), DG (RPF), DG (Stores), DG(Pers)
3. All AMs, Principal Executive Director & Executive Director (T&MPP), Railway Board.
4. All Executive Directors Railway Board.



(A.K. Chandra)

Executive Director/Mech./Transformation

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2017/EnHM/25/11

Principal Chief Mechanical Engineer
South Central Railway
Secunderabad



22.02.2019

SUB: Definition for Similar Nature of Work for works less than 50 Lakhs as per GCC Services - 2018

- REF: (i) SCR letter No. M.313/C&W/286/SBD/Corres, dated 05/06.02.2019
(ii) RB Letter No. 2018/Trans. Cell/Mech/Service Contract, dated 17.12.2018
(iii) RB Letter of even number, dated 20.12.2018

General Conditions of Contract for Services has been issued as an enabling provision to improve quality / delivery of services and Service Contract Management.

Vide letter at ref. (i) above, SCR has proposed that for small value tenders less than 50 lakhs processed with GCC for Services 2018, requirement of specifying similar nature of work and minimum eligibility criteria may be dispensed with.

The matter regarding special conditions required to be incorporated in variance with conditions specified in GCC for Services has been examined in Railway Board and vide letter under ref. (ii) above, Railway Board has already delegated the powers to PHODs to frame and approve Special Conditions of Contract on Service in consultation with Associate Finance.

Considered consistent decision may be taken while modifying any of the clauses.

Further, it may be noted that this Directorate is dealing with housekeeping of trains and stations and overall environmental issues of IR. Relevant Directorate may be consulted, if necessary, based on subject / area involved in the contract.

(Shivendra Mohan)
Executive Director
EnHM / ME

Copy to PCMEs, other ZRs

Government of India
Ministry of Railways
(Railway Board)

No.2017/EnHM/25/11

New Delhi, dated 01.07.2020

General Manager
All Indian Railways

Pr Chief Mechanical Engineers
All Indian Railways

Director General
All Centralised Training Institutes

Chief Administrative Officer
IROAF, COFMOW

Sub: GCC for Services - Amendment in para 2.6.2.1.3 and
Standard Bid Document – Amendment to clause C2.2 (f) & (q) in
[chapter 2: Instructions to tenderers].

Ref: Railway Board's letter no. 2018/CE-I/CT/37/GCC/Policy dt 12.05.2020

Vide above referred letter, Civil Engineering Directorate, Railway Board issued instructions to amend para 6.1, Part I of GCC for Works, September 2019 in respect of submission of Affidavit duly notarized.

Similar difficulties are being experienced in service contracts also in submission of Affidavit certifying the submission of document. Accordingly, para 2.6.2.1.3 of GCC for services is amended on similar lines as in works contract.

Standard Bid document for Mechanized cleaning & Housekeeping of stations & trains, Chapter 2, Instructions to Tenderers – clause C 2.2 (f) also prescribes the submission of Affidavit as an Eligible Applicant.

These issues have been examined in Board's office and it has been decided by Board (MRS & FC) to amend **para 2.6.2.1.3 of GCC for services** as Advance correction slip No.2 to GCCS with introduction of new Annexure – XVIII in GCCS.

Similarly Clause **C 2.2 (f) of Standard Bid document** for mechanized cleaning & Housekeeping of stations & Trains is amended as advance correction slip No. 1 of SBD with modification of corresponding Appendix-5.

With introduction of new annexure -XVIII in GCCS covering the requirements of clause 2.2 (q) of chapter 2 of SBD (Instructions to tenderers), Item (q) of clause 2.2 & corresponding Appendix 15 of chapter 3 (forms of tender) of SBD for mechanized cleaning & housekeeping of stations & Trains shall stand deleted.

This issues with the concurrence of Finance Directorate of Ministry of Railways.


(Sheela Verma)
Director/EnHM
Railway Board

Encl: As above

No.2017/EnHM/25/11

New Delhi, dated 01/07.2020

The PFAs, All Indian Railways
Dy. Comptroller & Auditor General Of India (Railways). Room NO.224, Rail Bhawan,
New Delhi.


For Financial Commissioner/Railways

Advance correction slip No. 2 of GCC for services, 2018

- A. Clause 2.6.2.1.3 of GCC for services, 2018 shall be modified to read as under-

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

- B. There was no format corresponding to para 2.6.2.1.3 of GCC for services. Therefore, a new Annexure –XVIII of GCC for services, 2018 shall be introduced as under-

Annexure XVIII

Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer alongwith the tender

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s,..... (hereinafter called the tenderer)
for the purpose of the Tenderer documents for the work of
..... as per the tender No. of
..... (Railways), do hereby solemnly affirm and state on the behalf of
the tenderer including its constituents as under:

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have **downloaded the tender documents from Indian Railway website www.ireps.gov.in** . I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.

4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that **my/our offer will be evaluated based on the documents/credentials submitted** along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and **I/we are fully responsible for the correctness of the information and documents**, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time **during process for evaluation** of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time **after the award** of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

**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.

Advance correction slip No. 1 of standard Bid document of mechanized cleaning & Housekeeping of station & Trains

(A) Clause C 2.2(f) & (q) of ITT

C 2.2(f) Appendix 5 – Undertaking as an eligible Applicant

C 2.2(q) Appendix 15 – Undertaking for downloading the tender (**Deleted**)

(B) Appendix 5 of chapter 3 (Forms of tender) shall be modified as under-

APPENDIX-5

UNDERTAKING AS AN ELIGIBLE APPLICANT (Ref. Clause C2.2 (f) of ITT)

1. I/We hereby confirm and declare that my/our firm/company M/s..... has not been put on defaulter list by EPF/ESI/Service Tax/Labor Deptt. etc during last 4 years.
2. I/We hereby confirm and declare that my/our firm/company M/s..... is/are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years.
3. I/We do hereby undertake that none of the Central / State government department/ public sector undertaking / other government entity or local body has debarred us for business as on the date of tender submission. Also no work has been rescinded / terminated by RAILWAY ADMINISTRATION after award of contract to us during last 5 years due to our non-performance.
4. I/We do hereby undertake that we have not been levied penalty of 10% (or more) of the contract value in a contract due to delay or due to any other reason during last five year with any Agency/Organisation.
5. I/We further undertake that in case any of the facts mentioned above and any particular mentioned in our applications are found other-wise or incorrect or false at any stage, my/our firm/company shall stand debarred from the present and future tenders besides taking action under the provision of this Agreement including termination of contract if awarded, without any claims for any compensation, damages, cost etc.

(Signature of Authorized Signatory and seal)



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

No. 2018/CE-I/CT/37/GCC/Policy

New Delhi, dated 12.05.2020

As per list attached

Sub: Indian Railways Standard General Conditions of Contract, September 2019

1. Railway Board had issued Indian Railways Standard General Conditions of Contract (GCC), Sept 2019 vide letter No. 2018/CE-I/CT/GCC/Policy, dated 06.09.2019.
2. Zonal Railways have informed that bidders face difficulty in following provision of Clause 6.1, Part I of GCC and corresponding Annexure V of Part I of GCC, in view of lockdown due to COVID 19 pandemic.
3. The issue has been examined in Board's Office. To simplify submission of tenders, Board (ME, FC) has decided to amend Clause 6.1, Part I of GCC and corresponding Annexure V, Part I of GCC as annexed as Advance Correction Slip No. 1 to Indian Railways Standard General Conditions of Contract, September 2019
4. The above amendment shall be applicable to works contracts on Indian Railways with prospective effect.
5. This issues with the concurrence of Finance Directorate of Ministry of Railways.

Prem Sagar
12.05.20
(प्रेम सागर गुप्ता)

कार्यकारी निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803(Rly): 011-23383379(MTNL)]

No. 2018/CE-I/CT/37/GCC/Policy

New Delhi, dated 12.05.2020

Copy forwarded for information to:

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

[Signature]
For Financial Commissioner/Railways

Advance Correction Slip No. 1 to Indian Railways Standard General Conditions of Contract, September 2019

A. Clause 6.1 Part I of GCC Sept 2019 shall be read as under:

6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. Non submission of above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

B. Annexure-V Part I of GCC Sept 2019 shall be read as under:

ANNEXURE-V

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of _____ (Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.



Prem Sagar
12/10/2019

5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith 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 understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

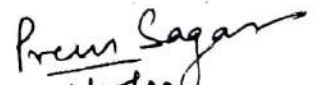
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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


DPP


12/05/20

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAYS BOARD)**

No. 2017/EnHM/25/11

New Delhi, Dated 11.12.2020

**General Managers,
All Indian Railways.**

**Pr Chief Mechanical Engineers,
All Indian Railways.**

**Director General,
All Centralised Training Institutes.**

**Chief Administrative Officers,
IROAF, COFMOW.**

Sub: Revision of instructions regarding performance guarantee.

**Ref: Railway Board's letter no.2020/CE-I/CT/3E/GCC/Policy dated 20.11.2020
(copy enclosed)**

The instructions issued vide Railway Board's letter no.2020/CE-I/CT/3E/GCC/Policy dated 20.11.2020 regarding Performance Guarantee in works contracts will also be applicable to Service Contracts.

This issues with concurrence of Finance directorate of the Ministry of Railways and approval of Board (Member TRS and Member Finance)

DA: As above


**(Sheela Verma)
Director/EnHM
Railway Board**

No. 2017/EnHM/25/11

New Delhi, Dated 11.12.2020

The PFAs, All Indian Railways.

Dy. Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.



For Member Finance/Railways

7700/27/2020/O/O Director/EnHM



भारत सरकार Government of India

रेल मंत्रालय Ministry of Railways

रेलवे बोर्ड Railway Board

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

Dated: 20.11.2020 ✓

To,

As per list attached

**Sub: - Indian Railways Standard General Conditions of Contract, July 2020
(Performance Guarantee)**

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

1. In view of Ministry of Finance (MOF)'s OM dated 12.11.2020, it has been decided by Railway Board to reduce Performance Guarantee to 3% of the value of the contract for all existing contracts and for all the tenders issued till 31.12.2021 subject to the stipulations given in the MOF's OM quoted above.
2. The above instructions, shall be followed on all works contracts on Indian Railways with immediate effect.
3. This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

DA: as above

Prem Sagar
(प्रेम सागर गुप्ता)
20.11.20

कार्यकारी निदेशक सिविल इंजी. जी. (रेलवे बोर्ड)
[Phone: 030-44803(Rly): 011-23383379(MTNL)]

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

Dated: 20.11.2020

Copy forwarded for information to:

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

J. Singh

For Financial Commissioner/Railways

LIST FOR DISTRIBUTION (No. 2020/CE-I/CT/3E/GCC/Policy Dt.: 20.11.2020)

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

(A)

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

(B)

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

(C)

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi-110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai-400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi-110021
9. MD, CRIS, Chanakyapur, New Delhi.
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003.
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi-110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhasham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi-110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi

8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

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

No. F.9/4/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan, New Delhi
Dated the 12th November 2020

OFFICE MEMORANDUM

Subject: Performance Security.

As per Rule 171 of General Financial Rules (GFRs) 2017, Performance Security is to be obtained from the successful bidder awarded the contract for an amount of five to ten percent of the value of the contract to ensure due performance of the contract. Similar provisions also exist in the Manual for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017 issued by this Department.

2. The Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.

3. In view of all above, it is decided to reduce **Performance Security from existing 5-10% to 3% of the value of the contract** for all existing contracts. However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.

4. Further, all tenders/ contracts issued/ concluded till 31.12.2021 should also have the provision of reduced Performance Security.


5. In all contracts where Performance Security has been reduced to 3% in view of above stipulations, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond 31.12.2021.

Similarly, in all contracts entered into with the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond 31.12.2021.

6. Wherever, there is compelling circumstances to ask for Performance Security in excess of three percent as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to finalise the

particular tender, or the Secretary of the Ministry/ Department, whichever is lower. Specific reasons justifying the exception shall be recorded.

7. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc and are issued under Rule 6(1) of the GFRs 2017.


(Kotluru Narayana Reddy)
Deputy Secretary to the Govt. of India
Tel: 24621305
Email: kn.reddy@gov.in

To,

All the Secretaries and Financial Advisers to Government of India

Copy to: Secretary, Department of Public Enterprises with a request to issue the same instructions to Central Public Sector Undertakings (CPSUs).

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2017/EnHM/25/11

New Delhi, dated: 07.02.2022

The General Managers,
All Indian Railways.

Sub : Revision of instructions regarding performance guarantee in Service Contracts.

Ref : (i) Railway Board's letter No.2020/CE-I/CT/3E/GCC/Policy dated 10.01.2022 (with enclosures).
(ii) Railway Board's letter of even number dated 11.12.2020.

The instructions issued vide Railway Board's letter No.2020/CE-I/CT/3E/GCC/Policy dated 10.01.2022 regarding Performance Guarantee in Works Contracts will also be applicable to Service Contracts.

2. This issues with the concurrence of Finance Directorate of the Ministry of Railways and approval of Board (M/TRS & MF).

D.A.: As above.



(Sheela Verma)
Director/EnHM
Railway Board

No. 2017/EnHM/25/11

New Delhi, dated: 07.02.2022

Copy to:

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


for Member (Finance)

1373350/2023/O/o Dy CEnHM/HQ/NWR

2016/EnHM/06/09

I/3062004/2023

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)**

No.2016/EnHM/06/09

New Delhi, dated: 24.02.2023

PCMEs
All Indian Railways.

Sub: Clarification with regard to "Standard Bid Document for housekeeping of stations and trains" and "General Conditions of Contract for Services".

Certain contradiction in GCC & SBD pertaining to disqualification of Bidder's have been brought in notice to this office.

2. Indian Railways General Conditions of Contract for Service-2018's Clause No. 2.2 – Disqualification of Bidders, sub clause 2.5.2.2 (i) stipulates as under:-

"The contractor shall be disqualified from participating in the Bidding for services in a Railway division,

- i. If any previous contract of the bidder or any of its constituents has been terminated under clause 7.4 in that Railway Division, within the **previous 2 years** from the date of submission of bids"*


3. Standard Bid Document (SBD) for mechanized cleaning and housekeeping works of station/train, under Clause C2.2 (f) (Item No. 06 of Appendix-5) of ITT Railway Board's letter No. 2017/EnHM/25/11 dated 01.07.2020) stipulates as under:- (item no. 06 of Appendix-5):-

*"We do hereby undertake that none of the Central/State Government department/Public Sector Undertaking/other Government entity or local body has debarred us for business as on the date of tender submission also no work has been rescinded/terminated by Railway Administration after award of contract to us during the **last five years** due to our non performance"*

4. With reference to contradiction in SBD & GCCS, it is reiterated that instructions in this regard had already been issued vide Board's letter No. 2017/EnHM/25/11/Pt.I dated 06.04.2018. Action may be taken accordingly in such cases. The relevant provision is reproduced below for easy reference:

"SBD is specific to a purpose whereas GCCS in general is an omnibus document hence the provisions of GCCS would normally prevail over that of SBD for housekeeping of stations and trains. "

DA: As above


(Shailendra Singh)
ED(EnHM & Proj.)
Railway Board

Government of India
Ministry of Railways
(Railway Board)

No.2017/EnHM/25/11

New Delhi, dated 01.07.2020

General Manager
All Indian Railways

Pr Chief Mechanical Engineers
All Indian Railways

Director General
All Centralised Training Institutes

Chief Administrative Officer
IROAF, COFMOW

Sub: GCC for Services - Amendment in para 2.6.2.1.3 and
Standard Bid Document – Amendment to clause C2.2 (f) & (q) in
[chapter 2: Instructions to tenderers].

Ref: Railway Board's letter no. 2018/CE-I/CT/37/GCC/Policy dt 12.05.2020

Vide above referred letter, Civil Engineering Directorate, Railway Board issued instructions to amend para 6.1, Part I of GCC for Works, September 2019 in respect of submission of Affidavit duly notarized.

Similar difficulties are being experienced in service contracts also in submission of Affidavit certifying the submission of document. Accordingly, para 2.6.2.1.3 of GCC for services is amended on similar lines as in works contract.

Standard Bid document for Mechanized cleaning & Housekeeping of stations & trains, Chapter 2, Instructions to Tenderers – clause C 2.2 (f) also prescribes the submission of Affidavit as an Eligible Applicant.

These issues have been examined in Board's office and it has been decided by Board (MRS & FC) to amend **para 2.6.2.1.3 of GCC for services** as Advance correction slip No.2 to GCCS with introduction of new Annexure – XVIII in GCCS.

Similarly **Clause C 2.2 (f) of Standard Bid document** for mechanized cleaning & Housekeeping of stations & Trains is amended as advance correction slip No. 1 of SBD with modification of corresponding Appendix-5.

With introduction of new annexure -XVIII in GCCS covering the requirements of clause 2.2 (q) of chapter 2 of SBD (Instructions to tenderers), Item (q) of clause 2.2 & corresponding Appendix 15 of chapter 3 (forms of tender) of SBD for mechanized cleaning & housekeeping of stations & Trains shall stand deleted.

Advance correction slip No. 2 of GCC for services, 2018

- A. Clause 2.6.2.1.3 of GCC for services, 2018 shall be modified to read as under-

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

- B. There was no format corresponding to para 2.6.2.1.3 of GCC for services. Therefore, a new Annexure –XVIII of GCC for services, 2018 shall be introduced as under-

Annexure XVIII

Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer alongwith the tender

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s..... (hereinafter called the tenderer)
for the purpose of the Tenderer documents for the work of
..... as per the tender No. of
..... (Railways), do hereby solemnly affirm and state on the behalf of
the tenderer including its constituents as under:

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have **downloaded the tender documents from Indian Railway website www.ireps.gov.in** . I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.

4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that **my/our offer will be evaluated based on the documents/credentials submitted** along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and **I/we are fully responsible for the correctness of the information and documents**, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time **during process for evaluation** of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time **after the award** of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

**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.

Advance correction slip No. 1 of standard Bid document of mechanized cleaning & Housekeeping of station & Trains

(A) Clause C 2.2(f) & (g) of ITT

C 2.2(f) Appendix 5 – Undertaking as an eligible Applicant

C 2.2(q) Appendix 15 – Undertaking for downloading the tender (**Deleted**)

(B) Appendix 5 of chapter 3 (Forms of tender) shall be modified as under-

APPENDIX-5

**UNDERTAKING AS AN ELIGIBLE APPLICANT
(Ref. Clause C2.2 (f) of ITT)**

1. I/We hereby confirm and declare that my/our firm/company M/s..... has not been put on defaulter list by EPF/ESI/Service Tax/Labor Deptt. etc during last 4 years.
2. I/We hereby confirm and declare that my/our firm/company M/s..... is/are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years.
3. I/We do hereby undertake that none of the Central / State government department/ public sector undertaking / other government entity or local body has debarred us for business as on the date of tender submission. Also no work has been rescinded / terminated by RAILWAY ADMINISTRATION after award of contract to us during last 5 years due to our non-performance.
4. I/We do hereby undertake that we have not been levied penalty of 10% (or more) of the contract value in a contract due to delay or due to any other reason during last five year with any Agency/Organisation.
5. I/We further undertake that in case any of the facts mentioned above and any particular mentioned in our applications are found other-wise or incorrect or false at any stage, my/our firm/company shall stand debarred from the present and future tenders besides taking action under the provision of this Agreement including termination of contract if awarded, without any claims for any compensation, damages, cost etc.

(Signature of Authorized Signatory and seal)



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

No. 2018/CE-I/CT/37/GCC/Policy

New Delhi, dated 12.05.2020

As per list attached

Sub: Indian Railways Standard General Conditions of Contract, September 2019

1. Railway Board had issued Indian Railways Standard General Conditions of Contract (GCC), Sept 2019 vide letter No. 2018/CE-I/CT/GCC/Policy, dated 06.09.2019.
2. Zonal Railways have informed that bidders face difficulty in following provision of Clause 6.1, Part I of GCC and corresponding Annexure V of Part I of GCC, in view of lockdown due to COVID 19 pandemic.
3. The issue has been examined in Board's Office. To simplify submission of tenders, Board (ME, FC) has decided to amend Clause 6.1, Part I of GCC and corresponding Annexure V, Part I of GCC as annexed as Advance Correction Slip No. 1 to Indian Railways Standard General Conditions of Contract, September 2019
4. The above amendment shall be applicable to works contracts on Indian Railways with prospective effect.
5. This issues with the concurrence of Finance Directorate of Ministry of Railways.

Prem Sagar
12.05.20
(प्रेम सागर गुप्ता)

कार्यकारी निदेशक सिविल इंजी. (जी)/रेलवे बोर्ड
[Phone: 030-44803(Rly): 011-23383379(MTNL)]

No. 2018/CE-I/CT/37/GCC/Policy

New Delhi, dated 12.05.2020

Copy forwarded for information to:

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

[Signature]
For Financial Commissioner/Railways

Advance Correction Slip No. 1 to Indian Railways Standard General Conditions of Contract, September 2019

A. Clause 6.1 Part I of GCC Sept 2019 shall be read as under:

6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. Non submission of above certificate by the bidder shall result in **summary** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

B. Annexure-V Part I of GCC Sept 2019 shall be read as under:

ANNEXURE-V

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of..... as per the tender No. of (Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.



Prem Sagar
12/10/2019

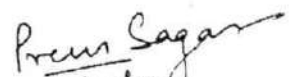
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

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.


DFP


12/05/20

(192)

PCME

GM

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2017/EnHM/25/11/PL1

New Delhi, dated 20.04.2018

The General Managers,
All Zonal Railways.

Sub: Housekeeping contracts

In view of certain issues and clarifications being raised by various service providers and Railways, a meeting was held at Railway Board on 11.04.2018. The meeting was attended by representatives from four Railways and nine service providers.

2. At the outset (i) Integration of work: thereby creating an economy of scale as well as a win-win situation for Railways, service providers as well as contractor's labour, (ii) Leveraging of technology: in order to improve service delivery and linking the same to payments, (iii) Longer duration of contract: in order to bringing a long term commitment as well as free executive from every day tender work to monitoring of the work and (iv) Training & Competency certification are of essence in SBD and these must be followed for any tender to be in consonance with SBD & GCC. Technical scope of work may be tweaked by executive concerned to suit specific requirements of the situation.

3. Earlier, some of the Railways, in general and SWR, in particular, had sought certain elaboration, which have been replied as at Annexure-I.

4. A number of suggestions to further strengthen SBD in order to facilitate working were given during the meeting on 11.04.2018. While these are being examined, certain issues which require implementation by Railways, were also highlighted. These are enclosed at Annexure-II.

5. You may like to bring this to the notice of all concerned as the points mentioned are required by law of land and therefore it is the responsibility of all concerned to observe the same. Further, SBD and GCC have been issued with the Finance concurrence, therefore must be observed in spirit.

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11.04.2018

End as above

(Alok Kumar Tewari)
Principal Executive Director (EnHM)
Railway Board

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Government of India
Ministry of Railways
Railway Board

2017/EnHM/20/11 (P.L. 1)

New Delhi, Dt. 05.03.18

PCME
South Western Railway
Hubli

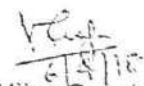
Sub.- Clarifications with regard to "Standard Bid Document for housekeeping of stations and trains" and "General Conditions of Contract for Services".

Ref.- (i) CRSE/SWR letter no. SWR/M/C/EnHM/Vol-V dt. 05.03.18
(ii) PCME/SWR letter No. SWR/M/C/EnHM/Vol-V dt. 22.03.18

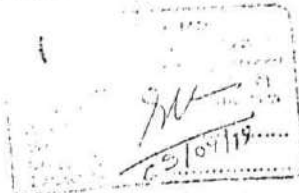
SWR has sought clarification on certain specific issues of Standard Bid Document & GCC for Services. The matter has been considered and the following may be seen:-

- (i) The "Standard Bid Document for housekeeping of stations and trains" was approved and released by the Railway Board in August, 2017. Later, the "GCC for Services" approved and released by the Railway Board in Feb' 18. As referred by SWR, there may be few apparent variances in the provisions of the "Standard Bid Document for housekeeping of stations and trains" and the "GCC for Services".
- (ii) SBD is specific to a purpose whereas GCC for Services in a general omnibus document. It is therefore clarified that the provisions of the "GCC for Services" would normally prevail over that of the "Standard Bid Document for housekeeping of stations and trains". Ultimately the contract shall follow what is stated in the tender documents, and agreed and accepted by both the parties.
- (iii) In case of difference of opinions, PHOD concerned shall take a consistent decision on case to case basis. Notwithstanding, for the Constitution of JV/ consortium for participation in the bid and performance guarantees, the provisions of the "GCC for Services" shall apply.

Issue wise comments on specific references are enclosed as Annexure-I


(Vijay Garg)
Executive Dir./EnHM (CE)
Railway Board

Copy to:- PCME/All Indian Railway for information and necessary action.



Annexure-1

Sl. No.	Description	Clarification
1	Lead partner/Non substantial partners/ Change in JV/ consortium	The provision of GCC for Services shall apply.
2	<p>Approved List of Vendors: A list of approved vendors for housekeeping works shall be prepared for every division, following the extant rules of preparation of such Approved Lists. In case of termination of a housekeeping contract, Limited tenders shall be invited from vendors borne on the approved list for a period till an Open tender is finalized for another period of 4 years.</p>	<p>Open tenders are to be normally invited. Only in case of a termination of the service contract, quotation is to be invited for three months value in terms of SOP, or Limited tenders in terms of letter circulating SBD from the approved list of contractors.</p> <p>It is not mandatory for Railways to prepare a list of approved contractors as per procedure given in para 2.7 of GCC for Services. However this would help in situations mentioned above.</p>
3	Price Variation Clause	The provision of GCC for Services shall apply.
4	Utilities like Electricity, Water and Gas etc.	<p>Levy of charges for these essential commodities is necessary to ensure that these are effectively utilized for intended purposes, and not wasted in a casual manner. However, wherever the circumstances warrants supply of these utilities free of charge, the railway may take consistent decision on case to case basis.</p> <p>Accordingly GCC for Services vide para 4.31 & 4.32 permits Water and Electricity free of cost.</p>

Issues required implementation by Railways

Annexure-II

No.	Item	Comments
1.	Similar work certificates not being accepted from corporate	<p>SBD vide NIT para 1.2.2, Minimum Eligibility Criteria (a) Work Experience: permits similar work to be defined as "Any other cleaning work approved by CME". GCC vide para 2.6.1.1 Work Experience permits "Certificate from public listed company/private company/Trusts having annual turnover of Rs.500 crore and above subject to the same being issued from their Head Office by a person of the company duly enclosing his authorization by the Management for issuing such credentials".</p> <p>This may be brought to the notice of all tender processing authorities.</p>
2.	Railways not inviting tenders for four years	<p>While Railways may invite tenders for a shorter duration to meet typical specific requirements of the situation, generally tenders should be invited for four years duration. This will have twin advantages of (i) building a longer commitment between Railways & the service providers and (ii) it would enable efficient amortization of machines procured for the contract.</p> <p>SBD letter No.2016/EnHM/06/09 dated 23.08.2017 clearly lays down all housekeeping tenders to be for four years.</p> <p>A lesser period would adversely affect both the above propositions.</p>
3.	Requirement of skilled staff and supervisors is not being accounted for in the estimates resulting in these being under provided and/or estimates being under priced resulting in adversely affecting output of the contract	<p>SBD vide para 7.0 of Employer's Requirements, in Bill of Quantities (BoQ) and in para 9.0 in Scope of Work for MCC, OBHS & allied services, lists out the requirement including qualifications experience of operators, supervisors and project managers. It also clearly brings out machines required for the work. The operators are clearly defined as semi-skilled as well as skilled considering the integration of activities envisaged in SBD. Similarly, there would be requirement of skilled staff for maintenance of machines as well as maintenance of stores and various records required in compliance with statutory requirement of law of land and in terms of tender. The manpower needs to be adequately estimated and provided for in appropriate category in the estimates.</p>

Implications of compliance to law of land	<p>The relevant labour laws and related applications have clearly been brought out in Chapter 6 of the GCC. There are financial implications of observance of the law of the land which have to be provided for in the estimates. It was pointed out during the discussion that Railways estimates for the labour do not provide any mandatory benefits to be provided to labour in terms of law. For example; (i) the contractor shall allow its workers a day of rest every week, Rule 23 of Minimum Wages (Central Rules 1950), (ii) the contractor shall pay every time at a rate of double the rate of ordinary wages when a worker works more than nine hours on any day or for more than 48 hours in any week Rule 25 of Minimum Wages (Central Rules 1950). Similarly, the maternity benefits and leave benefits are available to be given to the contractor labour as provided from time to time by law of the land.</p> <p>An estimation of these needs to be made and provided for.</p>
5. Limit of penalty	<p>GCC vide para 4.17.1 provides for penalty to be limited to 10% or as prescribed in bid document. The maximum penalty as per SBD 'Special Condition for Contract' Para 6.2 is limited to 16%. There is, therefore, no contradiction between the two.</p> <p>Further, it is clarified that deduction for <u>work not done</u> is not a penalty as there is no work, no payment and therefore should not be counted towards limit of penalty as stated above. This provision needs to be explicitly brought out in the tender document for the knowledge of all concerned.</p>

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21/1/24



GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2017/EnHM/25/11

New Delhi, dated 27.12.2023

General Managers
All Zonal Railways & Production Units
DG/RDSO, DG/NAIR, CAO/DMW, CAO/RWP
Dir./CTIs

{Corrigendum}

Sub: The General Conditions of Contract of Service-2018. ✓

Ref: Letter of even No. dated 02.02.2018 & 20.03.2018. ✓

In the above context, a typographical mistake in General Conditions of Contract for Service, issued vide Board's letter under reference dated 20.03.2018 has been noticed.

On page no. 12, para 2.6.4, Evaluation of Financial Bid may be read as under:-
"Para 2.6.3, Evalutaion of Financial Bid".

(SHAILENDRA SINGH)
Principal Executive Director/ ME (EnHM & Proj.)
RAILWAY BOARD

Copy to:

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi.
3. The Director of Audit, All Indian Railways
4. Transformation Cell/Railway Board w.r.t their file No. 2018/Trans. cell/Mech/Service Contracts for information please

प्र.मु.या.इंजी.
मु.पर्या. एवं एच एम
मु. टैक्नी.अधि./यांत्रिक
मु.का.इंजी.
मु.या.इंजी./योजना
मु.च.स्टॉ.इंजी./फेट
मु.च.स्टॉ.इंजी./कोचिंग
मु.चा. शक्ति इंजी.
मु.वि. सर्विस इंजी.
उप मु.या. इंजी./मुख्यालय
निजी सचिव/प्र.मु.या.इंजी.

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भारत सरकार/GOVERNMENT OF INDIA
रेल मंत्रालय /MINISTRY OF RAILWAYS
रेलवे बोर्ड/(RAILWAY BOARD)

No.2017/EnHM/25/11

New Delhi dated. 24.05.2024

To,
 As per list attached.

Sub: Revision of Performance Guarantee in Service Contracts.

Ref: 1. Ministry of Finance's OM No. F.1/2/2023-PPD dated 01.01.2024 titled Amendment in General Financial Rules, 2017 – Rule 171(i) Performance Security Regarding.
2. This office letter of even number dt. 11.12.2020.

Board (M/TRS & MF) have decided to reduce the Performance Guarantee for services contracts, as given in Para 4.11 of GCC for Services, from 10% to 5% for all future Service Contracts of Indian Railways.

2. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Signed by
 Ajay Jha

Date: 24.05.2024 11:39:05
 (Ajay Jha)

Director/EnHM
Railway Board

No. 2017/EnHM/25/11

New Delhi, Dated 24.05.2024

The PFAs, All Indian Railways.

Dy. Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

Signed by

Sanjeet Kumar

Date: 24-05-2024 13:03:46

For Member (Finance)
Railway Board

LIST FOR DISTRIBUTION (Letter No. 2017/EnHM/25/11 dated .04.2024)

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

(A)

1. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
2. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001,

I/3096435/2024

Bihar

(B)

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

(C)

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi.
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.

Copy to:**(A)**

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

(B)

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

