



Office of the Senior Divisional Electrical Engineer, Lumding

TENDER DOCUMENT
Tender No: EL/LM/26-27/11

Name of the Works:- Outsourcing of non-core activity for the maintenance of TL/AC (Conventional + LHB) coaches at AGTL, SCL, SANG coaching depots of LMG Division for the period of two years.

Approximate cost: ₹. 59908484.10 (Five crore ninety-nine lakh eight thousand four hundred eighty-four rupees and ten paise only.)

Date of Opening: -06/07/2026

Note: i) Tender documents are not transferable.

ii) Tender document should be submitted without detaching any pages.

Signature of Tenderer

Sr. Divisional Electrical Engineer, Lumding

for and behalf of President of India

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

**N.F.Railway
(Electrical Department)**

**Notice for e-tendering works contract vides Sr. DEE/LMG Notice No. Sr.DEE/LMG/08 of 2026-27 dated: 12/06/2026
Works tender through e-tendering system are invited from licensed electrical contractor for the work as given below:**

S N	Tender No.	Name of work	Tender value	Earnest Money	Cost of tender	Completion period of work	Date & time of	
							Closing of tender	Opening of tender
1	EL/LM/26-27/11	Outsourcing of non-core activity for the maintenance of TL/AC (Conventional + LHB) coaches at AGTL, SCL, SANG coaching depots of LMG Division for the period of two years.	₹59908484.10	₹.449600.00	₹10000/-	730 Days	11:00 Hrs. on 06.07.2026	11:30 Hrs. on 06.07.2026

Note:

- The complete information with the tender document of above e-tender will be available upto 11:00 Hrs. on **06/07/2026** on website <http://www.ireps.gov.in>. The tenderer requires to submit their e-tender on this website only.
- In case of any discrepancy between the tender document downloaded from ireps and the master copy available, the later shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.
- Railway administration will not be responsible for any delay/difficulties/inaccessibility of the downloaded facility for any reason whatsoever. Supporting document /certificates from the govt organization and PSU with whom they worked /are working should be enclosed. Certificate from private individuals/ organization for whom such works are executed will not be accepted. Offers not accompanied with supporting documents of credentials & experience shall be summarily rejected without any notice to the tenders and no correspondence in this regard shall be entertained.
- Tenders other than in the form of e-tendering shall not be accepted against above e-tender. For this purpose, contractors are required to get themselves registered with IREPS website along with Class III Digital Signature Certificates.
- Rate entered into rate page and duly signed digitally shall only be considered. Rates in any other financial entity on any other form/letter if attached by tenderers shall not be considered.
- Documents being attached should be signed digitally by the tenderer.
- All the tenderers/contractors are advised to make payments for the cost of tender document and earnest money for this instant tender in the form of ONLINE payment modes only available on IREPS portal, i.e. net banking, debit card, credit card etc. Manual payments through Demand Draft, Bankers cheque, Deposit receipts, FDR etc. are not acceptable.

(A) Eligibility criteria:-The bidder should have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract** for a minimum of 35% of advertised value of the bid. *Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid. ** **Similar service contract means:- “Comprehensive electrical maintenance of Non Air conditioned coaches/ Air conditioned coaches/EMU/MEMU/DEMU Coaches in Railways”**

8.1 Work Experience: The bidder should have satisfactorily completed” in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract“ for a minimum of 35% of advertised value of the bid.

Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

Similar service contract means any contract “**Similar service contract means:- “Comprehensive electrical maintenance of Non Air conditioned coaches/ Air conditioned coaches/EMU/MEMU/DEMU Coaches in Railways.”**

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

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

8.2. Financial Standing:

The Bidders will be qualified only if they have minimum financial capabilities as below –

T1- Annual Turnover: The bidder should have an annual financial turnover not less than 1.5 times the Aggregate Bid valueduring the last three previous financial years and in the current financial year upto the date of opening of the tender. Theaudited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membershipnumber shall beconsidered.

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

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by the bidder along with bid. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.

9. The following documents should be specified for submission along with tender

- i. Documents relevant to GST act.
- ii. Bidders shall submit an affidavit on a stamp paper to the effect that all documents submitted along with their bid are true. This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid. (format shown in Annexure)
- iii. List of personnel, organization available on hand and proposed to be engaged for the subject work (format shown in annexure).
- iv. List of plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work (format shown in Annexure)
- v. List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, Date of actual start, actual completion and final value of contract should also be given with supporting documents.
- vi. List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date. (format shown in Annexure)

Note – 1) In case of item (iv) and (v) above, supportive documents /certificate from the organizations with whom they worked/ are working should be enclosed. 2) Certificate from private individuals for whom such work are executed / being executed will not be accepted.

vii) The contractor has to submit the following certificates:-

a) Labour license certificate. b) EPF registration certificate. c) ESI registration certificate. d) Tenderer must have to submit valid Electrical Contractor license as per Indian Electricity Rules for the respective category of works and also submit Supervisory competency certificate (SCC) for the respective category of works issued by Government Electrical License Board on or before the closing date of tender.

10. Tender will be opened at the specified time, place & date. In case the specified date is declared as holiday, the tender will be opened on the next working day at the same time & place.

11. In case of any difficulty, all the tenderers/contractors are requested to contact help desk available on the website of IREPS.

12. “No post tender correspondence will be done with the participant tenderer(s) for deficient credentials noted during scrutiny of tender/offer nor any credential will be accepted after opening of the tender and the offer shall be decided on the basis of submitted/credentials downloaded with offer only.”

13. Compliance/implementation with/of the GST Act-2017:-

- i) With GST Act in force, it will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) duly segregating the GST component from the Gross amount of work executed and follow the guidelines of GST Act.
- 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)/ Assam's State Goods and Services Tax Act, 2017 (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding.

14. The offers which are incomplete, without supporting documents, unsigned, conditional, will be summarily rejected.

15. The Railway reserves the right to either cancel the tender or reject any or all the tenders without assigning any reason thereof.

Senior Divisional Electrical Engineer,
N. F. Railway, Lumding.
For & on behalf of the President of India.

Copy forwarded for information & necessary action & displaying on the notice board for wide circulating to:

- (1) CEE, FA&CAO, CVO, N. F. RLY, Maligaon,
- (2) Dy.CEE/CON/MLG, Sr.DEE/KIR, APDJ, RNY, GHY, TSK.

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- (3) All Electrical Supervisors of the Lumding Division.
- (4) Dy.CEE/W/NBQS, DBWS
- (5) Chief Cashier/MLG, DCOS/PNO.
- (6) DAUO, Sr.DEN/C/LMG, Sr.DEN-I/LMG ,Sr.DEN/MLG, DEN/GHY.
- (7) Sr.DEE/GHY } They should inform that only E-tendering mode is applicable.
DEE/AGTL&LMG }
- (8) CEE/PLG/MLG – Requested to instruct his representative to inform that only E-tendering mode is applicable.
- (9) Sr.DFM/LMG - Please depute one of his nominated Sr. SO to attend the tender opening at specified date.
- (10) Sr.DSC/LMG, RPF/Inspector/SCL, GHY: For information please.

Senior Divisional Electrical Engineer,
N. F. Railway, Lumding.
For & on behalf of the President of India.

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

BID FORM (First Sheet)
NORTHEAST FRONTIER RAILWAY

Tender No. -
Name of Work-

To,
The President of India,
Acting through the Sr. Divisional Electrical Engineer,
N.F. Railway, Lumding,
P.O :Lumding, Dist: Hojai, Assam
PIN: – 782447

1.I/We _____ have read the various conditions to the tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of from the date fixed for opening the same and in default thereof, I/we shall be liable to forfeiture of my/our “Earnest money”. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind, my self/ourselves to complete the work indays only from the date of issue of letter of acceptance of the tender.

2.I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

3.A sum of Rs. is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:

a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and

b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4.I/We am/are a Micro and Small Enterprise registered from (body approved by Ministry of MSME) with registration No. and terminal validity up to .. for similar service contracts.

5.Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/ service.

Signature of Bidder/s

Date

Address....

(Signature of Tenderer) Sr. Divisional Electrical Engineer,
Northeast Frontier Railway/Lumding,
(On behalf of the President of India)

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

BID FORM (Second Sheet)
NORTHEAST FRONTIER RAILWAY

1. Instructions to bidder and Conditions of bid: The following documents form part of bid / Contract:

(a) Bid forms — First Sheet and Second Sheet

(b) Special Conditions/Specifications (enclosed)

(c) Schedule of approximate quantities (enclosed)

(d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of or obtained from the office of the Chief Manager, Railway on payment of prescribed charges.

(e) Schedule of Rates as amended / corrected upto latest Correction Slips, copies of which can be seen in the office of or obtained from the office of the Chief Manager, Railway on payment of prescribed charges.

(f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.

2. **Drawings for the Work:** The drawings for the work can be seen in the office of the Sr. Divisional Electrical Engineer, NF Railway, Lumding and / or Chief Electrical Engineer, NF Railway at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Manager or her representative from time to time.

3. The Bidder(s) shall quote her / their rates as a percentage above or below the Schedule of Rates of Railway as applicable to Division except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her / them.

5. The works are required to be completed within a period of months from the date of issue of acceptance letter.

6. Earnest Money:

(a) The bid must be accompanied by a sum of Rs. _____ as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No, 503 are exempted from Earnest Money Deposit. **Authority Board's L/No. 2016/CE- I/ CT/ 3/MSME dt Aug'2016**

The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

(b) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(c) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid / negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

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 no bidder(s) shall demand any explanation for the cause of rejection of her/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

9. If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Bidder's Credentials: Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

11. For e-bidding:

1. The complete information with the tender documents of the above e-tender will be available in website <http://www.ireps.gov.in>. The tenderers require to submit their e-tender on this website only.

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

2. The tenderers other than in the form of e-tendering shall not be accepted against above e-tenders. For this purpose, contractors are required to get themselves registered with IREPS website along with class III digital signature certificates.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13. Execution of Contract Documents: The successful bidder(s) shall be required to execute an agreement with the President of India acting through the Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Sheets, mentioned in tender form (First Sheet).

14. Partnership Deeds, Power of Attorney Etc.: The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If

these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

15. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorising her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

15.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.

15.2 The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

(a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.

(b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(c) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC.

(d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

(e) Society: The Bidder shall submit

(i) self-attested copy of the Certificate of Registration,

(ii) Deed of Formation and

(iii) Power of Attorney in favour of the Tender signatory.

15.3 If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the afore- mentioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

15.4 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

15.5 A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions.

16. Employment/Partnership etc. of Retired Railway Employees:

(a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

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

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

Signature of Bidder(s) (Signature)

Date
(Designation)
Railway

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

TENDER FORM (THIRD SHEET):

SCHEDULE OF WORK

Tender No: EL/LM/26/27/11

Name of work: - Outsourcing of non-core activity for the maintenance of TL/AC (Conventional + LHB) coaches at AGTL, SCL, SANG coaching depots of LMG Division for the period of two years.

The schedule of work along with the assessed rate is shown below.

SN	Description	Qty	Unit	Rate	Total
Schedule A-Non Core activities (TL-AC) at AGTL, SCL, SANG coaching depots					
1	Outsourcing of skilled staff of NON CORE activities ie, daily maintenance activity in pit line/sick line, rectification/replacement of Fans, Lights, Wiring, Accessories Toggle/Piano switches. Mobile/Laptop charging points, lifting of materials from depot to pit line and pit line to depot, connection/disconnection of IV couplers, removing of dust internally and externally in all items pertaining to electrical in 1 TL AC coaches (Conventional + LHB) as per scope of maintenance and schedules, any other work related to coach maintenance as per instruction of concerned site in charge. All the works should be executed as per instruction of site in charge. (No. of staff: AGTL-3, SCL-3, SANG-1) Man day required $7 \times 730 = 5110$ Man-days.	5110	Man-Days	1025.13	5238414.3
2	Outsourcing of semi-skilled staff of NON CORE activities ie daily maintenance activity in pit line/sick line, rectification/replacement of Fans, Lights, Wiring, Accessories Toggle/Piano switches, Mobile/Laptop charging points, lifting of materials from depot to pit line and pit line to depot, connection/disconnection of IV couplers, removing of dust internally and externally in all items pertaining to electrical in 2 TL AC coaches (Conventional LHB) as per scope of maintenance and schedules, any other work related to coach maintenance as per instruction of concerned site in charge. All the works should be executed as per instruction of site in charge. (No. of staff AGTL-12, SCL-15, SANG- 5) Man day required $32 \times 730 = 23360$ Man-days.	23360	Man-Days	868.63	20291196.8
3	Outsourcing of unskilled staff of NON CORE activities ie daily maintenance activity in pit line/sick line, rectification/replacement of Fans, Lights, Wiring, Accessories Toggle/Piano switches, Mobile/Laptop charging points, lifting of materials from depot to pit line and pit line to depot, connection/disconnection of IV couplers, removing of dust internally and externally in all items pertaining to electrical in 3 TL AC coaches (Conventional + LHB) as per scope of maintenance and schedules, any other work related to coach maintenance as per instruction of concerned site in charge. All the works should be executed as per instruction of site in charge. (No. of staff AGTL-25, SCL-30, SANG-6) Man day required $61 \times 730 = 44530$ man-days.	44530	Man-Days	754.1	33580073
Schedule B-Cost of Uniform for staffs deployed					
5	Cost of uniform for two years	1	Lumpsum	798800	798800
Total					₹59908484.10

- ❖ The quantities shown in above Schedule are approximate and are as a guide to give the Bidder(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

Signature of Tenderer(s)

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N.F. Railway / Lumding

- ❖ **Tenderer should quote “AT PAR” or “ABOVE” only for SCHEDULE A. If a tenderer quotes NIL or NEGATIVE/BELOW percentage or offer rebate/concession/discount for Manpower / Labour, then his OFFER shall be treated as non-responsive and will not be considered. The unit rates mentioned here are based on latest labour wages circulated by Ministry of Labour & Employment office of the chief Labour Commissioner New Delhi including all charges. If the bidder quote his/her/their offer rate below, his/her/their offer shall be considered unworkable and offer will be summarily rejected.**

NOTE :-

- 1.0 Indian Railways Standards General Conditions of Contract-2018 (Service contract)” governing the performance of the works covered by this Tender “eneral Conditions of the Contract(Service contract)” as amended time to time.
 2.0 In submitting this letter it would be deemed that the Tenderer has kept himself fully informed of the provisions of the General Conditions of the Contract (Service contract) including all corrections and amendments issued up to the date of Tender Notice.
 3.0 Any changes in the General Conditions of the Contract (Service contract), issued by Rly. Board from time to time will applicable during the currency of contract.

SCHEDULE – B

I / WE OFFER TO DO THE ABOVE WORK (Strike out whichever is not applicable);

1. (AT PAR),

OR

2. (+)% (IN FIG.)
 (IN WORDS) ABOVE,

OR

3. (-).....% (IN FIG.)
 (IN WORDS) BELOW,

THE ASSESSED RATE OF EACH & EVERY ITEM OF SCHEDULE.

NB: If the difference occurred in between figure & words, whichever is lower shall be taken into consideration.

Signature of Tenderer

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
 N.F. Railway / Lumding

SCOPE, SPECIAL CONDITIONS AND DESCRIPTION OF WORK & GENERAL CONDITIONS:**SCOPE OF WORK:**

- The material for maintenance of battery, fans & light fittings and Kerosene oil will be supplied by Railways as applicable.
- Contractor staff shall collect material from nominated stores, which are required to replace. All the Defective / released materials shall be returned to Railway stores.
- The material required for cleaning activity like Dungry Cloth, Cotton waste, Soap soft (Liquid Soap) and Petroleum Jelly shall be arranged by contractor.
- The staff will have to work in coaches in pitline /sickline /Platform or any other line as instructed by site incharge.
- All the terms and conditions of latest labour laws must be followed.
- The following materials for cleaning, will be supplied by contractor as per the IS specification:
 1. Dungry Cloth: shall conform to IS 3778-1993 Amdt-1 with latest modification /revision.
 2. Cotton waste: shall conform to IS 5485-1980 with latest modification /revision.
 3. Petroleum Jelly: shall conform to IS 4887-1980 with latest modification /revision.
 4. Soap soft (Liquid Soap): shall conform to IS: 7532/1974-1993 Amdt-1,2&3 (reaffirmed 1991) with latest modification /revision.

The Contractor must arrange the Measuring instruments & Tools in sufficient quantity along with contract staff, i.e., Torch lights, all types of Measuring instruments, Air Blowers for cleaning of DC Carriage fans, all types of Insulated /non insulated Spanners, Insulated screw Drivers Insulated Cutting pliers & Nose Pliers and Keys for opening of FTL Fittings, FDB's , Carriage fans, side lamp fittings, PACI Lamps & ELU's for conducting TRIP Schedules- as advised by the site engineer.

SN	Measuring instruments & Tools
1	Digital Millimeters- For Measuring & recording Each Cell/Battery/Battery Bank Voltage scheduled Coaches.
2	Flat Tip Screw Drivers of size-8x300mm, tip size 8 x1.2mm
3	Insulated screw Drivers of size-5x200 mm, tip size 5 x 0.8mm
4	Insulated Cutting Pliers
5	Nose Pliers
6	Wire Stripper & Cutter (Insulated)
7	Set of 10-11, 12-13 &16-17 size Double End or single end insulated spanners.
8	10 size T-Spanners for Replacement of ELU's
9	13 size T-Spanners for Replacement of Carriage Fans
10	ELU Opening Keys
11	FDB Opening keys
12	PACI Lamp Opening Keys
13	Side Lamp Opening Keys
14	Torch lights
15	Air Blowers for cleaning of DC Carriage Fans
16	Line testers
17	Hand crimping tool
18	Allen key set

- Note: The makes/brands of above Measuring instruments & Tools shall have the approval of Sr.DEE/LMG before execution of work.

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- Note: The contractor should maintain all the tools listed above in addition to any other tools as per requirement throughout the contract period. On the last working day of the every month a joint note shall be prepared by contractor and Railway representative on the loss of deficiency are noticed in joint inspection a penalty @ Rs 50 per tool per month levied from bills.

Maintenance schedules

I. TRIP SCHEDULE

GENERAL CONDITIONS:

- Check for any through feeding connections, if available, check the battery.
- Permit to work on pit lines will be issued by Electrical Supervisor.
- Maintenance of rake will be completed before removing of caution board by Mechanical department.

1. BATTERIES (LEAD ACID CELLS)

- Check and record the ON load & OFF load voltages of the coaches. If the on-load voltage is less than 100V, provide charging.
- Check and record the pilot cell readings (Voltage & Specific Gravity) put the coach on charge if SPG is less than 1200.
- Ensure the water level in all the cells up to the mark and top-up the cells with distilled water wherever required. If any cell needs too much water check for crack or burst, then replace the cell with healthy cell immediately.
- Check for tightness of ICC's terminal connections at battery and fuses.
- Keep the micro porous vent plug tight.
- Ensure the cells are properly cleaned. Including sulphation and dust accumulation if any observed to be cleaned with dry cotton cloth.
- Ensure that the battery is fitted properly with wooden packing piece. Batteries should not be loose.
- Check the battery box members for any cracks in the fabricated battery box/cradle in case of any damage/cracks it should be immediately brought to the notice of concerned supervisor.
- Replace the cell if voltage of individual cell is less than 1.8 V or reverse polarity/dead.
- Missing/defective floats to be replaced.
- Petroleum jelly should be used for battery terminal greasing.

SMI. No: RDSO/PE/TL/SMI/0025-2003 (Rev-0) dated 13-10-2003 & RDSO/PE/TL/SMI/ 0032 -2006 dated 31-05-2006 (Rev-0) with latest modification/revision for LMLA cells to be followed, in case if available.

2. BATTERIES (VRLA CELLS)

SMI. No: RDSO/PE/TL/SMI/0024-2012 (Rev-2) dated 17-08-2012-with latest modification /revision for VRLA cells to be strictly followed.

3. Maintenance of amenity fittings in the coach.

4. Maintenance of Power Panels ,Rotary Junction box, FDBs, wiring & EFTs

5. Rotary Junction box

- Check for tightness of all incoming and outgoing cables connections & check for any overheating of cables.
- Check for proper working of rotary switches.
- Ensure proper rating of HRC fuses are provided.
- Check for earth leakage in the roof wiring etc., there should not be any leakage either +ve or – ve. Leakage if any should be rectified immediately & brought to the notice of concerned supervisor.
- Clean the junction box internally & externally.

6. Emergency Feed Terminal (EFT)

- Check for availability of supply at all the four EFT terminals.

7. Maintenance of Fans

- Check for proper working of fans, if found slow/defective, open the fan & check & replace carbon brush & clean commutator etc.,
- Check for smooth working of fan ie., without noise. Attend/ replace noisy fan.

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8. Maintenance of Lights

- a) Check for proper working of FT / LED lights
- b) Attend defective/fitting replace defective items.
- c) Clean the fitting internally and externally.

9. Maintenance of ELU's, Mobile/laptop charging points.**10. Mobile/laptop charging point**

- a) Check for working of mobile/laptop inverters including indication lamp.
- b) Replace defective switches/inverters.
- c) Check and record out put voltage of units.

11. Emergency Light Unit (ELU)

- a) Check for working of ELUs by removing the fuse or switch off the supply circuit
- b) Check that all the indication lights are working
- c) Check for earth leakage there should be no earth leakage in ELUs
- d) Attend the defective ELUs

12. Maintenance of PACIL

- a) Check for working of PACIL by pulling the alarm chain
- b) Check for working PACIL light after pulling chain.

II In addition to the instructions contained under "Trip Examination", the following works shall be carried out.

- **LIGHTS & FANS**

- a) Clean all the light fittings internally & externally with soap water.
- b) Ensure that all lights in the coach is in working order including toggle/piano switches etc.,
- c) Replace broken/damaged fittings viz acrylic cover etc.,

- **Fans**

- a) Remove fan guard.
- b) Clean the blades, guards with soap water and refix.
- c) Clean the commutator with sand paper and replace carbon brushes with spring if short in length.
- d) Replace/attend any noisy fans.
- e) Ensure working of toggle /piano switch of fans.
- f) Ensure all connection are tight.

- **Fuse Distribution Board (FDB)**

- a) Open the FDB covers & check for tightness of connections check any over heating/damage to cables.
- b) Replace over heated rewirable fuses with 35 SWG fuse wire.
- c) Clean the Junction box internally & externally.
- d) Check for proper working of toggle switches/modular switches replace if defective.

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e)Close the FDB with both locking keys.

• **BATTERIES (VRLA CELLS)**

SMI No: RDSO/PE/TL/SMI/0001-98 (Rev.0), dated 01.06.1998 & SMI. No: RDSO/PE/TL/ SMI/ 0024-2012 (Rev-2) dated 17-08-2012 with latest modification / revision to be strictly followed including checking for proper tightness of Battery terminals / Lugs etc.

- Attachment/detachment of IV couplers of LHB coaches/power cars as per instruction of Railway supervisor.

III. Space will be provided in depot to keep cleaning material under control of SSE In-charge.

IV. Statement of Man power :

SN	Type of staff	Qty			Rate per day (excluding GST)	Rate per day (including GST)
		AGTL	SCL	SANG		
1	Skilled staff	3	3	1	868.75	1025.125
2	Semi-skilled staff	12	15	5	736.125	868.6275
3	Unskilled staff	25	30	6	639.07	754.1026

Note: The contractor shall keep ready above mentioned numbers of staffs in each depots on all days as per total coach strength of depot. Rest / leave relief staff shall be arranged by the contractor on his own cost. However, the staff has to be deployed as per placement of coaches on particular day as per instructions of site engineer. Also, staff may be deployed on road side stations as per requirement.

V. SPECIFICATION FOR WIRING

1. All the light points/fan points with 2 Nos. of PVC insulated 1.5sqmm multi stranded copper conductor wires and 2/3 pin 5A plug socket should be wired with 2 Nos. of 2.5sqmm PVC insulated multi stranded copper conductor wires along with PVC insulated 1.5sqmm multi stranded copper conductor wire for earth continuity. All required wiring materials, DB's, switch boards will be arranged by Railway, the contractor staff shall receive the material from SSE/ETS's stores depot.

2. All power circuits and sub mains should be wired with 2 Nos. of PVC insulated 2.5 sqmm multi stranded copper conductor wires. The individual circuit should be taken from nearest MDB/SDB as per the directions of Engineer at site.

3. Wiring should be done with ISI PVC rigid conduit of suitable dia.

4. All the FT / LED light fittings & fans should be connected with PVC insulated copper flexible cable with connectors.

5. All the fittings, fans, plugs connected should be properly earthed with PVC insulated 2.5/1.5sqmm multi stranded copper conductor wire.

6. The Incoming mains from FDB should be connected with 2 Nos. of 6/4/2.5/1.5 sqmm PVC insulated copper conductor along with 4 /2.5/1.5 sqmm PVC insulated copper wire for earth continuity.

7. All the sub-circuit mains from meter board to Individual switch boards should be connected with 2 Nos. of 4/2.5 sqmm PVC insulated confirming to IS: 694/77 copper conductor confirming to IS: 8130/84 or latest along with 2.5/1.5sqmm PVC insulated copper earth continuity wire.

8. PVC conduits shall be laid in parallel/perpendicular to the walls and the clamps shall be fixed properly. Clamping of conduits to the wall shall be done equidistantly. Further clamping is to be made near to the bends, T-joints, junction boxes as advised by the site Engineer.

9. Conformity with the Indian Electricity Rules

The installation work shall be generally carried out in conformity with the requirement of Indian Electricity Rules 1956 as amended from time to time.

10.All the equipments / material to be used under this contract shall comply with the latest specification issued by RDSO/ICF/RCF as the case may be. The work executed shall conform to standard code of practice for wiring in the railway coaches issued by RDSO with their latest amendments.

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Workman ship: Good workman ship is an essential requirement for compliance of the wiring of installation. The work of electrical installation shall be carried out under the supervision of site Engineer

Note:

1(a) All the wiring work should be carried out in the presence of Rly Engineer at site and in accordance with the Indian Electricity Act 1910 & with IE rules 1956 amended upto date. During wiring colour code of cables/conductors as per IE Rules 1956 amended upto date, shall be strictly followed.

1(b) The work shall confirm to relevant Indian Standard code of practice.

1(c) The electrical installations works, relevant safety codes of practice shall be followed.

2. The type of wiring viz. surface fixed PVC conduit/concealed/casing & capping wiring specified in scope of work/schedule should be strictly followed accordingly.

3. As regards to point wiring, sub-circuit wiring, main circuit wiring etc specified in scope of work/schedule should be strictly followed.

4. The tenderers are advised that they may thoroughly study the scope of work involved in the tender, as it involves railway coaches where a number of safety precautions are to be followed as it involves the safety of passengers and trains.

5. The wages are to be paid as per the wages Act/notification issued by Government from time to time.

6. The employees of contractor shall not be entitled for any facility as is being provided to Railway staff. It is the sole responsibility of contractor to observe and abide by the factory Act, Provision of Labour Act, Workman compensation Act, Provident fund Act, Minimum wages Act, Payment of wages Act, contribution towards EPF. Gratuity Act and other regulations framed by the Govt. and revised from time to time. Railway will not be responsible for any violation of the act of regulation by the contractor.

7. The staff engaged by the contractor shall not be changed frequently. Prior approval from the Engineer/ Engineer's representative should be obtained for change of staff, if any.

Qualification of the staff deployed under this contract:

1.1 The contractor shall ensure and put in place those persons having the required minimum educational qualifications & experience as tabulated below:

(A) (i) Supervisor/Skilled: The supervisory staff posted by the contractor at different work sites as per schedule maintenance should have completed Engineering degree in Electrical/Mechanical/Electronics discipline

OR

Diploma in Electrical / Electronics / Mechanical engineering & should have 3 years experience in similar works .

(ii) Technician/Fitter (Semi Skilled): Should have certificate of ITI (Electrical / Mechanical) issued by any recognized institution or equivalent in which they have dealt with similar equipments in coaches

OR

Should have worked as Contractor's TL/AC technician for similar works which were executed by Railways for a minimum period of 2 years.

(iii) Unskilled: Should be literate and minimum 10th class or equivalent

Other criteria for deployed staff:-

(A) Age not less than 18 years and not more than 60 years

(B) Shall have good health and shall be physically fit having good physique with normal eye sight and staff shall not have any contagious/infectious diseases.

(C) Should not have any criminal background (Police Verification to be done)

(D) The contractor shall be solely responsible for the conduct of the personnel deputed by him for the work.

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- (E) The contractor's personnel deputed for duty should not consume alcohol/ intoxicating drugs etc.
- (F) The contractor's personnel should not carry any unauthorized/ dangerous /explosives in the complex.
- (G) Frequent change in staff shall be avoided.
- (H) Spoken/Written knowledge of Hindi & English & Local language.

1.2 Submission of staff particulars

After the work is awarded the contractor would be required to furnish the following documents pertaining to the staff proposed to be deputed by him before commencement of the contract and within 10 days from the date of LOA.

- (i) Full names of the staff.
- (ii) Pass port size Photograph and Identity proof (Aadhar card/Voter ID/Driving license/Ration card)
- (iii) Residential/Permanent address with telephone Numbers.
- (iv) Copies of Educational qualifications duly attested.
- (v) Copies of certificates of Age.
- (vi) Fitness certificates issued by Govt., Civil Hospital.
- (vii) Proficiency in languages English, Hindi. & local language
- (viii) Antecedents report
- (ix) Police Verification Report must be submitted within 15 days of the work start.

Note :- Any changes in the list shall be done with prior approval of Railway authority.

1.3 Contractor has to arrange alternate suitable person in case of absent of any person engaged for the regular shift/general shift duties.

1.4 Contractor has to arrange Leave reserve and Rest giver for the persons engaged for regular shift/general shift duties. No additional payment is allowed on this account.

1.5 Handing over and Taking over Register shall be maintained duly maintaining various parameters of TL&AC depot as desired by Engineer incharge.

1.6 Contractor shall be held responsible for any damages that occur due to mal-operation of equipment and the cost of any damages reported by the TL&AC depot incharge on this account will be deducted from the contractor bill.

1.7 The cost of any shortage in outdoor items at TL&AC depot from the joint inventory will be recovered from the contractor from their running bills.

1.8 The Railway's Engineer-in-charge reserves the right to ask the contractor to remove any contractor's personnel from duty without assigning any reason whatsoever. The decision of Railway's Engineer-in-charge will be final and binding on the contractor.

1.9 Uniforms: The contractor's staff should wear uniform as specified and shall at all times duly sport a name badge in Hindi and English as prescribed by Railway. The uniform shall comprise of a shirt and trousers of color approved by Railways made up of a blended fabric and leather safety shoes. The contractor shall arrange Uniforms & safety shoes to the contract staff before engaging them in to work. The name of the firm should be mentioned on the uniform.

Colour of uniform: (a) Shirt : Grey & (b) Trousers: Blue

1.10 Reporting on Duty:

- a) The contractor & his staff shall report to the TL&AC depot in-charge for taking over the rake for maintenance
- b) The maintenance shall be carried out by the contractor staff after obtaining permit to work from the supervisor and shall give clearance for removal of rake to the supervisor within the schedule time of placement. A supervisory In-charge shall be nominated by the contractor

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to his staff to co-ordinate with Railway Engineer at site for planning and execution of maintenance activity / special repairs that are to be done on each rake.

c) The contractor should depute at least Two persons (i.e., 1 Semi skilled & 1 Unskilled) at the time of departure of train, which they have maintained to know the departure condition.

1.11 Penalty Clause: Following penalties shall be levied from the contractor's bills.

SN	Activity	Penalty Amount
1.	Detention of trains due to non working of Fans/lights/mobile charging points at en-route.	10000.00 (Rupees Ten thousand only)
2.	Complaint of not working of Fans/lights/mobile charging points in coach while on run by passengers. (per complaint)	200.00 (Rupees Two hundred only)
3.	Not performing Trip/daily schedule per rake.	5000.00 (Rupees Five thousand only)
4.	Not performing schedule per coach as instructed by site incharge	500.00 (Rupees Five hundred only)
5.	Staff without uniform/Identity card / leather Safety Shoes per staff per incident.	500.00 (Rupees Five hundred only)
6.	Consumption of alcoholic / or narcotic drugs while on duty per staff.	10000.00 (Rupees Ten thousand only)
7.	Per Unskilled/ Semiskilled staff not turned up.	Double the Rate per day (i.e., as per ministry of labour rates at the time of estimate)
8.	Not deploying of Diploma engineer	25000.00 (Rupees Twenty Five thousand /month)
9.	Not deploying of Graduate engineer	40000.00 (Rupees Forty thousand /month)
10.	Non resolving of Rail Madad/Twitter etc.complaint related to light/fan/MCP etc	500.00 (Rupees Five hundred only) per complaint
11.	If the contractor staff misbehaves with the Railway officials,	5000.00 (Rupees Five thousand only) per each incidence
12.	If contractor himself misbehaves with the Railway officials	50000.00 (Rupees Fifty thousand only) per each incidence

1.12 a) In case of any delay / reschedule of train for any reason the maintenance shall be carried out as when rake is placed on pit line.

b) The schedule maintenance of rake shall be carried out with in time between placement on pit line & moving out of rake from pit line, no extra time will be allowed.

1.13. Attaching Extra TL & AC coaches in regular trains: Any extra TL & AC coach attached in regular train service, contractor should maintain the coach in good working condition leaving no room for complaints.

1.14 The contractor shall submit proof to the following in connection with the Contract Labour Laws and inter-alia (Authority Railway Board's letter No.E (LL) 2015/PNM/AIRF/1, dated: 20.10.2015):

(i) The payment to the contract labourers should be made through bank/cheque.

(ii) Identity Card should be issued to all contract workers as per the format prescribed in latest Railway guidelines.

(iii) Necessary steps should be taken to deduct Provident Fund from the payment made to the contract labour and ensure that the same is credited to their Provident Fund account.

(iv) Medical facilities from ESI, if applicable.

1.15 Contractor shall maintain all records of maintenance carried out in the coach & shall submit to the depot in charge for the signature daily

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1.16 A register shall be maintained by the contractor showing the details of work carried out by the contractor. The report with the above details shall be verified & signed by the authorized representative of concerned Engineer at site.

1.17 Inspection:

Quality of schedule maintenance and other works carried out by the contractor are subject to periodical inspections by Railway Engineers of various levels as per the schedules laid down by Railways. Any shortfall in the quality of work shall be subject to penalties/Recoveries as per prevailing conditions.

1.18 In all matters of dispute the decision of the Sr.DEE/LMG shall be final and binding.

1.19 SHEDS, YARDS AND STORE HOUSES.

The Contractor shall at his / her own expense provide herself with sheds, yards and storehouses in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the services and the Contractor shall keep at each such sheds, yards and storehouses a sufficient quantity of materials / plant in stock as not to delay the carrying out of the services with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds/yards/store houses at any time for the purpose of inspecting the stock of materials or plant so kept in hand and any materials or plant which the Engineer may object to shall not be brought upon or used in the services, but shall be forthwith removed from the sheds/yards/store houses by the Contractor.

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1.20 PROVISION OF EFFICIENT AND COMPETENT STAFF AT SITES BY THE CONTRACTOR.

- The Contractor shall maintain efficient and competent staff to give the necessary directions to his / her workers and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers and labour in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained.
- In the event of the Engineer being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/penalize the contract under suitable clauses of these/special conditions.
- In case the contractor fails to employ the supervisor, as aforesaid in the above paragraph, he / she shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions.
- The whole of the services and/ or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workers with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subject to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.
- The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to him / her charge for the purpose of the services and shall be responsible for all damage or loss caused by him / her, his / her agents, permitted sub-contractor, or his / her workers or others while they are in his / her charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him / her by the Engineer and on completion of the services shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- The Contractor shall be responsible to take all precautions to ensure the safety of the public and staff whether on public or Railway property and shall post such look out, such persons as may, in the opinion of the Engineer.
- Log book should be recorded of running hours of engine, all of the schedule maintenance, checks, change of spare parts or items having duly signed by the contractors and certified by Railway authority.
- The execution of this contract shall be sole responsibility of contractor and contractor may further appoint their service provider(s) for fulfilling the purpose and condition of contract.
- The log book will be cross checked by any railway officials at any time.
- The contractor should depute manpower/operators with mobile no at each tunnel and this information also give to the site incharge.
- Contractor's staff should perform all execution work as per instruction given by site incharge.
- The maintenance period may be extended for another 1 year if necessary. Than the same terms and conditions(rate) may be applicable.
- Contractor has to make his own arrangements for loading /unloading of materials at site.
- GST certificates should be enclosed or incorporated in the bills preferred.
- The supervisor must be provided with a cell phone in his own Name and Phone No. should be submitted to field offices.
- The firm should maintain a store of emergency items for early restoration during failure.
- All items, the contractor intended to use should be got inspected by concerned officer well in advance
- Payment will be made as per actual consumption of quantity on Quarterly basis.
- These explanatory notices are for guidance of field staff. Each work has its own particular requirements. Engineer in-charge will be responsible for successful execution of work as per technical specifications.
- All electrical works should comply with Indian Electricity Act 2003 and rules framed there under and International Standard

1.21 RAILWAY SITE SUPERVISOR

Railways may keep a supervisor at the site general coordination with other authorities. Any operational and maintenance related problem shall be reported to Railway supervisor and officer.

1.22 Price Variation Clause: Not Applicable.

1.23 The successful tenderer should upload the copy of LOA & the Employees details in Indian Railway SHRAMIK KALYAN PORTAL. All contractors are required to upload details of their LOAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc on monthly basis. The details so uploaded shall be available in public domain.

1.24 PAYMENT OF WAGES/SALARIES TO THE CONTRACTOR STAFF : The contractor should arrange payment to the workers towards wages/salaries through their bank accounts in the mode of NEFT/RTGS only. Contractor shall keep a register for payment of wages paid to contractor staff (under Minimum Wages Act 1948) and contractor shall also submit statement showing the recoveries of PF/EPF contributions in respect of contract employees employed by him. Contractor bills will be withheld if above statements not submitted to Railway nominated supervisor.

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- 1.25 In case Railway is implicated in any law suit on account of not fulfilling of any or all obligations under any law due to performing the duties by any personnel of the agency, all cost of defending such suit, settlement of claims, penalty etc. shall be borne by the agency or recovered from the due amounts payable to the agency and/or from the other deposits of agency held by Railways.
- 1.26 In case any personnel of the agency is implicated in any law suit or is injured by any person or group of persons, agitating mob etc. during the course of performing his duty/their duties for railways, it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the Railways.
- 1.27 **RECOVERY CLAUSE:** The cost of the damage pilferage, if any caused by contractor's staff to the Railway property shall be recovered from the contractor's bills. In case the staff desert the or absconds the duty before conclusion of the round trip, the entire amount for the no. of staff so deserting for the entire round trip at double the rate shall be recovered from the contractor's bills.
- 1.28 The railway reserve the right to extend the contract for a period of 01 year maximum with the variation clause mentioned in the GCC.

Note: - 1. The contractor has to comply with the latest guidelines issued by the Railway Board and maintenance schedule issued by RDSO with latest amendments from time to time.

2. Failures due to external circumstances such as fire, accident, explosion, flood, thefts and other acts of God are not covered under this Contract.

3. For various maintenance activities given in the scope of the work of this contract all material to be provided by the contractor.

4. All machinery, tools & plants and transportation required for this instant work to be arranged by the contractor.

5. Contractor must submit the following certificate/verification of all Additional Diesel engine maintenance staff deputed by the contractor to SSE/IC before start the work.

- | | |
|--|---|
| i) Police verification. | - Issued from concerned police station. |
| ii) Medical fitness certificate | - Issued by minimum MBBS Doctor with Registration No. |
| iii) Educational qualification certificate | - Attested photo copy by Gazetted officer. |
| iv) Character certificate | - As per attached Annexure of tender document . |
| v) Address Proof | - Adhaar Card, Pan Card, Voter ID etc. |
| vi) Bank details of employee | - In any Authorized Bank, with KYC formalities. |

1.29 TERMINATION OF CONTRACT

If Railway is not satisfied with the service even after repeated instructions, then also Railway may initiate action for termination of the contract, contract will be terminated after giving 7 days and 48 hours notice. Continuous unsatisfactory maintenance will also lead to termination of contract. In all the case terms and condition of latest GCC will be followed.

Responsibilities of parties : Following are the responsibility of the Contractor and Railways.

Contractor :

- i) The Contractor is considered to be fully equipped with required manpower and technical knowledge along with the latest technological up gradation and developments in the field.
- ii) The nominated service engineer or his staff shall observe all safety and security rules prevailing at the place of the work.
- iii) Railway administration will not take any responsibility to pay compensation towards loss of materials and personal injuries to Contractor's staff.
- iv) The Contractor shall depute their qualified service engineers for round the clock duties at each base station where the DGs are to be maintained and attend to for trouble free services.
- v) The Contractors staff working with the Railway installations / coaches should be covered under Group Insurance Scheme / ESIC.
- vi) The contractor shall comply with the provision of EPF & MP ACT.1952.
- vii) Certificate of no. of Labour engaged for the work done for in the DGs should be furnished along with the bills.
- viii) Necessary Photo identity cards shall be issued to the staff by the contractor which shall be signed jointly by contractor & Railway officer.
- ix) Frequent changes of staff should not be done.
- x) Spare parts are to be procured from OEM or its authorized dealer only.
- xi) Contractor to keep all cleaning tools like jet machine/vacuum cleaner.
- xii) For verifying the Minimum wages, inclusive of EPF & ESIC, paid by the contractor, the EPF & ESIC statement should be checked.
- xiii) EPF statement of the contractual labours working in a particular contract should only be considered. The names of the contractual labours mentioned in the EPF statement must be cross checked with the attendance register to ensure that only genuine contractual labours are being paid the Minimum Wages.
- xiv) In manpower-based contracts where wage rate is apportioned against the number of hours of duty carried out by the contractual labours and derived as rate per workstation-Hour, the ratio of wages to the working hours claimed by the contractor during a bill period must be calculated as per EPF statement. This said ratio needs to be noted down in the bill file and the manpower expenses must be paid accordingly. In other word, calculation of manpower cost in manpower-based contracts may be derived from EPF & ESIC statement only, which is submitted by the contractor. No other basis for derivation of manpower cost -should be used to ensure proper disbursement of wages to the manpower engaged in the work.
- xv) All the terms and conditions of latest labour laws must be followed.

Signature of Tenderer(s)

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Railways:

The Railway shall provide the following facilities for the Contractor:

- i) The necessary space for the office of the Contractor's staff attending round the clock duties, the storage space for spares, equipment, consumables and other accessories shall be provided by the Railways at the nearest possible point of the site at depots. The above space shall be provided free of cost to the Contractor if available with Railway.
- ii) Concern Supervisor and Office in-charge should strictly follow :
 - a. Terms and Conditions of contract.
 - b. Certification on the bills preferred by the Contractor for the work done as per the clause (Payments clause) of General Conditions of the Contract.
 - c. Receipt and issues statement for material procured i.e. defective parts of diesel alternator set and list of items towards handing over deficiencies should be maintained separately.

INSTRUCTIONS TO TENDERER

1. On behalf of the President of India, Sr. DEE/LMG, Northeast Frontier Railway, Lumding (herein after referred to as "Railways") invites on line tenders from established and reliable contractor(s)/ tenderer for **"Outsourcing of non-core activity for the maintenance of TL/AC (Conventional + LHB) coaches at AGTL, SCL, and SANG coaching depots of LMG Division for the period of two years."** as set forth in the "Schedule/ scope of works with special terms and conditions.
2. Rights of the Railway to deal with tender - The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender in the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.
3. 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.
4. If the tenderer(s) expires after the submission of his/their tender or after the acceptance of his/their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
5. All prices and other information like document sets having a bearing on the price shall be written both in figures and words in the prescribed offer form and duly signed and stamped.
6. Tenderer(s) shall submit their offers made as per the Indian Railways General as well as Special conditions of contract .
7. The Tenderer must produce all the required documents as per Tender Notice & documents. Eligibility of the firm must be attached along with the Tender documents. If the Tenderer does not fulfill the eligibility criterion mentioned above, the offer will be summarily rejected.
8. The Railway Administration will reserve the right to accept or reject any offer. Authority for acceptance or otherwise of the offer will rest with the Railway Administration which, does not bind itself to accept any offer and not assign any reason for rejecting the same.
9. Effect of offer a. The submission of any offer connected with the specifications and documents shall constitute an Agreement that the tenderer shall have no cause of action or claim against the "Railways" for rejection of his offer. The "Railways" shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the "Railways". b. Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the tenderer. If necessary, the "Railways" will obtain clarification on the offers by requesting for such information from any or all the tenderer, in writing .
10. Local conditions: It will be imperative for each tenderer to fully acquaint him with 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.
11. Partnership deeds, Power of Attorney etc. The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along-with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along-with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tender 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.
12. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and Authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign " No Claim Certificate" and refer all or any disputes to arbitration.
13. Intending tenderers are requested to inspect the concerned site prior to submit their tenders with a view to understand the actual scope of work under contract and then quote their rates in realistic manner.

Signature of Tenderer(s)

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CONTRACT AGREEMENT OF SERVICES RAILWAY

Contract Agreement No.

Dated

ARTICLES OF AGREEMENT made this day of 20 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 Services (Name of work) set forth in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips 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 Services in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker 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 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 services 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 services on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

(Signature) -----	Signature
Contractor -----	Railway
Address -----	Address
Date -----	Date

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
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STANDARD GENERAL CONDITIONS OF CONTRACT FOR USE IN CONNECTION WITH SERVICE CONTRACTS
DEFINITIONS AND INTERPRETATION

1. MEANING OF TERMS

1.1 Interpretation: These shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Bid Forms.

1.2 Definition: In these General Condition of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

1.2.1 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 her behalf.

1.2.2 General Manager (GM) shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall mean and include their successors, of the Successor Railway.

1.2.3 Chief Manager shall mean the Officer in charge of the user department i.e. Electrical Engineering and shall mean and include their successors of the Successor Railway.

1.2.4 Divisional Railway Manager (DRM) shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

1.2.5 Manager shall mean the Divisional officers or equivalent officers of the user department i.e Senior Divisional Electrical Engineer of Electrical Department.

1.2.6 Bidder shall mean the person/ the firm/ co-operative or company whether incorporated or not who Bids for the services with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assignees.

1.2.7 Limited Bids shall mean bids invited from all or some contractors on the approved or select list of Contractors with the Railway.

1.2.8 Open Bids shall mean the bids invited in open and public manner and with adequate notice.

1.2.9 Works shall mean the works contemplated for delivery of services as per drawings and schedules set forth in the bid forms and required to be executed according to the specification.

1.2.10 Service means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional ,intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

1.2.11 Specifications shall mean the Standard Specifications for Materials & Services of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Bid document.

1.2.12 Schedule of Rates of the Railway (SOR) shall mean the Schedule of Rates issued under the competent authority from time to time.

1.2.13 Drawings shall mean the maps, drawings, plans, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.

1.2.14 Contractor shall mean the Person/Firm/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 assignees.

1.2.15 Contract shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Bid Forms, if any.

1.2.16 Tools and plants shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the services.

1.2.17 "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the services.

1.2.18 Site shall mean the lands, spaces, trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

Signature of Tenderer(s)

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1.2.19 Period of Maintenance shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.

1.2.20 Two Bid System / Two Packet System shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.

1.2.21 Quality and Cost Based Selection shall mean a system of bid evaluation where weightages are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criteria based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria.

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

1.4 Headings and Marginal Headings: The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

2. ELIGIBILITY OF BIDDERS AND BID EVALUATION

2.1 Qualification Criteria

2.1.1 Eligible Applicant

2.1.1.1 The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

2.1.1.2

a) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.

b) Any Central government department/ Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.

c) If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.

d) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:

(i) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;

(ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project."

e) If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual, consequent to having been banned business dealings or suspended business dealings

2.2 Lead Partner/ Non - Substantial Partners/ Change In JV/ Consortium

2.2.1 One of the members of the JV Firm shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm.

2.2.2 Once the Bid is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the Bid. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

2.2.3 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV Firm shall not be allowed to be modified after submission of the bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

2.2.4 Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

2.3 Joint Venture (JV) Firms in Bids

2.3.1 Participation of Joint Venture (JV) Firms in Service Bids: Joint Venture firms are not allowed to participate in this tender.

2.4 Disqualification of Bidders

2.4.1 Employment / Partnership etc. of Retired Railway Employees

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2.4.1.1

- (a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or
- (b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or
- (c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or
- (d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least one year prior to the date of submission of the Bid as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be rejected.

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

2.4.2.1 If the bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc. the bid may be disqualified / rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 7.4 of the General Conditions of Contract. (CRSE CR's L.No.M.102.c&W.3 Dated. 07.03.2018)

2.4.2.2 The contractor shall be disqualified from participating in the bidding for services in a Railway division, (i) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 of GCC 18 in that Railway division, with in the previous 2 years from date of submission of bids. (ii) In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority) The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this declaration is found to be false, process for 'banning of businesses' against the bidder/contractor shall be initiated as per extent rules.

2.5 Bid Evaluation System

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

A. Two Bid Systems / Two Packet System: This method of evaluation shall be used for all service contracts having bid value exceeding Rs 50 Lakh. The procedure detailed below shall be adopted for dealing with 'Two Packets System' of Bidding: With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. On IREPS portal (www.ireps.gov.in), clicking on financial offer tab brings up the financial offer page where the bidder can submit his rates against the schedule items included in the tender. This financial offer submitted by tenderer on IREPS will be saved as 'Financial Bid' on the system and will not be opened at the time of initial opening of the tender (i.e. opening of technical bid). Except the financial bid, all other documents submitted by the firm will be opened at the time of initial opening. The financial bid of only those firms will be opened who are found eligible in the scrutiny of Technical Bid. After acceptance of scrutiny of Technical Bids the offers of the firm will be marked on the IREPS web portal and financial bid of only those firm who are marked as Approved will be opened during opening of Financial Bid. (CRSE CR's L.No.M.102.c&W.3 Dated. 07.03.2018) .

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

B. Quality and Cost Based System (QCBS): This method of selection may be used for consulting services where quality of consultancy is of prime concern such as management consulting, feasibility studies etc. This method of evaluation shall be used for all consultancy service contracts having bid value exceeding Rs 50 Lakh. Under QCBS, weightages are assigned to technical and financial bid. The bid document shall specify the minimum qualifying score for the quality of technical bid and also the relative weightages to be given to the quality and cost (determined for each case depending on the relative importance of quality vis-a-vis cost aspects in the assignment, e.g. 70:30, 60:40, 50:50 etc.). The bid with the highest weighted combined score (quality and cost) shall be selected. The weightage of the technical parameters i.e. non- financial parameters in no case should exceed 80 percent.

2.5.1 Minimum Eligibility Criteria Mentioned in Clause no.8 of NIT.

2.5.2 Evaluation of Technical Bid

2.5.2.1 Bidder's Credentials:

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2.5.2.1.1 The bidder shall submit along with the Bid document, documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid .

In two packet system of bidding, each bidder shall be assigned score for their technical bid. The system of assigning score shall be as per Annexure-I of the Tender Document. Bidders who's score shall be 60 or above (As per Annexure-I) shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying score of 70 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.

2.5.2.1.2 Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested as above.

2.5.2.1.3 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, as per Authority Letter RB's Director/EnHM Letter no-2017/EnHM/25/11 dt-01.07.2020

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

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

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

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

2.6 Evaluation of Financial Bid

The financial proposal shall be evaluated to determine the lowest bidder. In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

2.7 Right of Railway to Deal with Bids

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

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

2.8.2 If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

2.8.3 If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, falls to sign the procurement contract as may be required, or falls to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder. This clause shall not be applicable for Consultancy contracts.

3. BID DOCUMENTATION

3.1 Bid (Tender) Form

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

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

3.2 Omissions & Discrepancies

Signature of Tenderer(s)

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Should a Bidder find discrepancies in or omissions from the drawings or any of the Bid Forms or should she be in doubt as to their meaning, she should at once notify the authority inviting Bidders who may send a written instruction to all the Bidders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful Bidder shall take upon herself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

3.3 Earnest Money

3.3.1 The Bidder shall be required to deposit earnest money with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid.

Note:

a. The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of bidding.

b. MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognised by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.

3.3.2 It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

3.3.3 If her Bid is accepted, this earnest money mentioned in sub clause above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of General Conditions of Contract. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

3.3.4 The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

3.4 Care in Submission of Bids

3.4.1 Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates she enters in the Bid forms are adequate and all-inclusive to accord with the provisions in Clause – 4.42 of the General Conditions of Contract for the delivery of services to the entire satisfaction of the Manager.

3.4.2 When the service is bidden for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf.

3.4.3 Railway shall not be bound by any power of attorney granted by the Bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

3.5 Execution of Contract Document

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

3.6 Form of Contract Document

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

4 GENERAL OBLIGATIONS

4.1 Execution Co-Relation and Intent of Contract Documents

The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of the services. Materials or works/services not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works/services described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4.1.1 If a service is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding

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officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

4.1.2 If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

4.2 Law Governing the Contract

The contract shall be governed by the law for the time being in force in the Republic of India.

4.2.1 Compliance to Regulations and By-Laws

The Contractor shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertakings, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Manager notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until she has received instructions from the Manager in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.2.2 Communications to be in Writing

All notices, communication, reference and complaints made by the Railway or the Manager or the Manager's Representative or the Contractor inter se concerning the works/ services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

4.3 Service of Notices on Contractors

The Contractor shall furnish to the Manager the name, designation and address of her 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 her 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 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 Manager.

4.4 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, or in relation to the execution of the services.

4.5 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 Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 7.4 of these 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. The permitted subletting of services by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

4.6 Railway Passes

No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/ workers. Wherever required 'authority for entering restricted area' or 'authority for on board services' shall be provided.

4.7 Carriage 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 services and the contractor shall pay full freight charges at public tariff rates therefore.

4.8 Representation on Site

The Contractor shall, when she is not personally present on the site of the work place, keep a responsible agent during working hours who shall on receiving reasonable notice, present herself to the Manager, and orders given by the Manager or the Manager's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting herself, the Contractor shall furnish the name and address of her agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 7.4 of these Conditions.

4.9 Relics,Treasures,Lost and Found

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics ,antiques, lost and found etc. which shall be found in or upon the site shall be the property of the railways and the contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

4.10 Indemnity by Contractors

The Contractor shall indemnify and save harmless the Railway, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, her agents or employees, in the execution of the services/works wherever applicable or in her guarding of the same. All

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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.

4.11 Performance Guarantee

4.11.1 Performance guarantee at a rate of 10%(Subject to revision from time to time) of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG), within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. **The failed contractor shall be debarred from participating in re-tender for that work.** In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

4.11.2 The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

4.11.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract

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

4.11.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 3% of the contract value –

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

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

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

4.11.7 The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.

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

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date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

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

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.

(c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

4.12 Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works/ services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/ services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

4.13 Illegal Gratification

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

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

4.14 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied herself as to the nature, scope and location of the services, the type / character of equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.

4.15 Commencement of Services

The Contractor shall commence the services within 15 days (unless specified otherwise) after the receipt by her of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.

4.16 Accepted Programme

The Contractor shall submit schedule of delivery of services, the details of organization (in terms of labour and supervisors) plant and machinery that she intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavour to fulfill this programme of delivery of services. The progress of delivery of services shall be watched accordingly.

4.17 Compliance to Manager's Instructions

The Manager shall direct the order in which the several components of the services shall be provided and the Contractor shall execute without delay all orders given by the Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respects.

4.17.1 In cases, where performance or/and quality of services is/are found to be dissatisfactory, Manager or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document.

4.18 Alterations to be Authorized

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No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorised, except under instructions from the Manager, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager.

4.19 Extra Services

Should services over and above those included in the contract require to be provided at the site, the contractor shall have no right to be entrusted with the execution of such works/services which may be carried out by another contractor or contractors or by other means at the option of the Railway.

4.20 Separate Contracts in Connection with Services

The Railway shall have the right to let other contracts in connection with the works/services. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works/services and shall properly connect and coordinate her work/services with theirs. If any part of the Contractors works/services depends for proper execution or result upon the works/services of another contractor(s), the Contractor shall inspect and promptly report to the Manager any defects in such works/services that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of her services, except as to defects which may develop in the other contractor's work after the execution of her work.

4.21 Instructions of Manager's Representative

Any instructions or approval given by the Manager's representative to Contractor in connection with the services shall bind the Contractor as though it had been given by the Manager provided always as follows –

(a) Failure of the Manager's representative to disapprove any work/ services or materials shall not prejudice the power of the Manager thereafter to disapprove such services or material and to order the rectification thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Manager's representative, she shall be entitled to refer the matter to the Manager who shall there upon confirm or vary such decision.

4.22 Adherence to Specifications and Drawings

The whole of the works/ services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If Contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.

4.22.1 Drawings and Specifications of the Works: The Contractor shall keep one copy of procedures and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Manager or the Manager's Representative.

4.22.2 Ownership of Proprietary Information and Specifications: All procedures, documents, drawings, processes and specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property/ proprietary information of the Railway. They shall not be copied, distributed, published, used in any form or on other services. With the exception of the signed contract set, all such documentation in hard copy or soft copy format and other material, shall be returned by the Contractor to the Railway, on completion/ termination of the Contract.

4.22.3 Compliance with Contractor's Request for Details: The Manager shall furnish with reasonable promptness, after receipt by her of the Contractor's request for the same, additional instructions by means of procedures, specifications or otherwise, necessary for the proper execution of the services or any part thereof. All such procedures, specifications and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

4.22.4 Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the procedures, specifications and drawings or as to execution or quality of any services or material, or as to the measurements of the services the decision of the Manager thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Manager who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

4.23 Working Timings

The Contractor shall have to carry out any required services round the clock as per directions of the Manager/ Manager's representative.

4.24 Damage to Railway Property or Private Life and Property

The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

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4.25 Sheds, yards and Store Houses

The Contractor shall at her own expense provide herself with sheds, yards and storehouses in such situations and in such numbers as in the opinion of the Manager is requisite for carrying on the services and the Contractor shall keep at each such sheds, yards and storehouses a sufficient quantity of materials / plant in stock as not to delay the carrying out of the services with due expedition and the Manager and the Manager's representative shall have free access to the said sheds/yards/ store houses at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Manager may object to shall not be brought upon or used in the services, but shall be forthwith removed from the sheds/yards/store houses by the Contractor.

4.26 Provision of Efficient and Competent Staff at Sites by the Contractor

4.26.1 The contractor shall maintain efficient and competent staff to give the necessary directions to her workers and to see that they provide their services in proper and desirable manner and shall employ only such supervisor, worker or labour who shall be objected to by the Manager. If and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her.

4.26.2 The Contractor shall at once remove from the site any agents, permitted sub- contractor, supervisor, worker or labour who shall be objected to by the Manager. If and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her.

4.26.3 In the event of the Manager being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Manager immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/ penalize the contract under suitable clauses of these/special conditions.

4.26.4 The contractor shall also employ qualified supervisors based on value of the contract and the extent of services as prescribed in the Bid documents as 'Special Conditions of Contract' by the bid Inviting authority.

4.27 Skilled Labour/ Expertise and Testing

The whole of the services and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workers with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Manager according to the instructions and directions which the Contractors may from time to time receive from the Manager. The materials may be subjected to tests by means of such machines, instruments and appliances as the Manager may direct and wholly at the expense of the Contractor.

4.28 Removal of Improper Materials/ Tools and Plant

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

- (a) The removal from the site within the time specified in the order of any materials which in their opinion are not in accordance with the procedures/ specifications.
- (b) The substitution of proper and suitable materials/ tools and plants, and
- (c) In case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 7.4 of these conditions.

4.29 Facilities for Inspection

The Contractor shall afford the Manager and the Manager's Representative every facility for entering in and upon every portion of the site at all hours for the purpose of inspection or otherwise and shall provide all facilities of every kind required for the purpose and the Manager and the Manager's Representative shall at all times have free access to every part of the site and to all places at which materials / tools and plant for the services are stored or being prepared.

4.30 Temporary Works

All temporary works necessary for the proper execution of the services shall be provided and maintained by the Contractor and subject to the consent of the Manager shall be removed by her at her expenses when they are no longer required, and in such manner, as the Manager shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Manager will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by her for the execution of services, the contractor shall arrange for handing over vacant possession of the said land after the service is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

4.31 Contractor to Supply Water for Works/ Services

Water Supply from railway system: The Railway may supply to the contractor whole of the quantity of the water required for the execution of services from the Railway's existing water supply system at or near the site of services on specified terms and conditions and free of cost(unless specified otherwise).

4.32 Contractor to Arrange Supply of Electric Power for Services

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4.32.1 The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of services from the Railway's existing electric supply systems on specified terms and conditions free of cost (unless otherwise specified) only for the services rendered provided the cost of arranging necessary connections 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.

4.32.2 In case the Railway is unable to provide electricity for the services, the contractor shall be responsible for the arrangements of supply of electricity necessary for the services.

4.33 Property in Materials and Plant

The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the services and intended to be used for the execution thereof shall immediately, as they are brought upon the site of the said land, be deemed to be the property of the Railway. Such of them as during the progress of the services are rejected by the Manager under Clause mentioned above of these conditions or are declared by her not to be needed for the execution of the services or such as on the grant of the certificate of completion remain unused, shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

4.34 Tools, Plant and Materials Supplied by Railways

The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to her charge for the purpose of the services and shall be responsible for all damage or loss caused by her, her agents, permitted subcontractor, or her workers or others while they are in her charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to her by the Manager and on completion of the services shall hand over the unused balance of the same to the Manager in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

4.35 Precaution During Progress of Services

During the execution of services, unless otherwise specified, the Contractor shall at her own cost provide the materials for and execute all services as is necessary for the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or assets or hindrance to other works / services.

4.36 Safety of Public

The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out, such persons as may, in the opinion of the Manager, be required to comply with regulations appertaining to the service.

4.37 Use of Explosives

No explosives shall be used for the services rendered or on the site by the Contractor.

4.38 Suspension of Services

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

If such suspension is –

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

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

4.38.3 Suspension Lasting More Than 3 Months: If the progress of the services or any part thereof is suspended on the order of the Manager for more than three months at a time, the Contractor may serve a written notice on the Manager requiring permission within 15 days from the receipt thereof to proceed with the service or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the service as an omission of such part or where it affects the whole of the services, as an abandonment of the contract by the Railway.

4.39 Rates for Items of Services

The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for services duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications/ procedures specified in the contract document including drawings wherever applicable along with all labour, materials, tools, and plants etc.

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4.39.1 Rates for Extra Items of Services: Any additional item of work carried out by the Contractor on the instructions of the Manager which is not included in the accepted Schedules of Rates shall be executed at the rate agreed upon between the Manager and the Contractor before the execution of such items of work.

The Contractors shall be bound to notify the Manager at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved.

The rates payable for such items shall be decided at the meeting to be held between the Manager and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

4.39.2 Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here untofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the services carried out or expenditure incurred by her prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Manager. However, if the Contractor is not satisfied with the decision of the Manager in this respect, she may appeal to the Chief Manager within 30 days of getting the decision of the Manager, supported by analysis of the rates claimed. The Chief Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

4.40 Clearance of Site on Completion

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Manager. No final payment in settlement of the accounts for the services shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected by her, and such clearance may be made by the Manager at the expense of the Contractor in the event of her failure to comply with this provision within 7 days after receiving notice to that effect.

Should it become necessary for the Manager to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal, there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Manager.

4.41 Digital Contract Labour Management System

As per GCC 2018 (service contract) or its latest amendments.

4.42 Environmental Requirements

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

4.43 Data Protection:-

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

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

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

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

4.43.3 The provision of this clause 4.46 shall apply during the Contract Period and indefinitely after its expiry.

5.VARIATIONS AND PAYMENTS

5.1 Extension of Time

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

5.1.1 Extension Due to Modification

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

5.1.2 Extension for Delay Not Due to Railways or Contractor

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

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

5.1.3 Extension for Delay Due to Railways

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

5.2 Extension of Time for Delay Due to Contractor

5.2.1 The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5.1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.

5.2.2 For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% .In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract. This section does not limit Indian Railways from imposing any penalties under other provision and such penalties will be applicable concurrently.

Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions, whether or not actual damage is caused by such default.

5.3 Modification to Contract to be in Writing

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

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

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

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

5.3.3 Valuation of Variations: The variation referred to in Sub-Clause 5.3.2 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause 5.3.2 above shall be paid for at the rates determined under Clause – 4.42.1 of these Conditions.

5.3.4 Variations in Quantities During Execution of Service Contracts

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;

(b) 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;

(c) 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;

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Claims

5.4.1 Monthly Statement of Claims

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

5.4.2 Signing Of "No Claim" Certificate

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

5.5 MEASUREMENTS

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

5.5.2 Measurement of Services/ Works

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

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

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

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

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

5.6 PAYMENTS

(a) The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under:

i. No advance payment in any form shall be made to the Contractor.

ii. The payment will be made on quarterly basis against submission of bill by the firm after execution of preventive and comprehensive maintenance certified by Engineer in charge at site or Railway competent authority subject to availability of all machines in perfect working condition. Bills in four copies must be submitted to representative of Sr. DEE/LMG for verification and certification for payment and submission to Accounts for checking and arranging payment through RTGS/NEFT.

iii. Payment will be done by DFM/LMG.

iv. The amount of penalty if any will be deducted from the bills before payment.

v. GST as applicable will be levied.

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

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(b) Payment to the contractual labours:-i) The contractor shall credit the monthly wages of the labours to their respective bank account i.e. contractor will make payment to the labour in e-mode only and not on cash basis. The Contractor will comply to the payment of wages act 1963, with latest amendments for payment of wages to the staff employed by him for the work. The staff engaged by Successful bidders should get his/her salary from the contractor through bank and details of staff engaged should be uploaded in Indian railways Shramik kalyan Portal and wages (for contractual staff and supervisors) to be uploaded therein on monthly basis. **ii)** Monthly salary statement of the labours duly acknowledge by them shall be submitted with Competent Railway Authority. **iii)** Salary to staff/s should be paid as per minimum wages for skilled labour of the Govt. of India along with admissible PF and ESI.

(c) PAYMENT OF CONSERVANCY CESS: As per the recent directive of Railway Board, "Conservancy Cess" charges shall be recovered from the contractors monthly bills as follows:

Railway Contractors	Average No. of labourers/ workmen employed per day	Conservancy Cess charge to recovered (per month)
a) Engg. Works contractors (Engg., Elect.-Mech, Signal etc.)	1 to 5 6 to 10	Rs. 61/- Rs. 120/-
b) Genl. Goods Handling Contractors including Contractors awarded by Stores Department	11 to 25 26 to 50	Rs. 302/- Rs. 440/-
c) Coal Handling , Ashpit cleaning contractors	51 to 100	Rs. 590/-
d) Railway siding used by the Contractors.	101 to 200	Rs. 742/-
e) Contractors supplying water to engines	201 to 300 301 to 750 751 to 1500 1501 to 3000 3001 & above	Rs. 892/- Rs. 1030/- Rs. 2072/- Rs. 4146/- Rs. 8280/-

(d) The employees of contractor shall not be entitled for any facility as is being provided to Railway staff. The wages are to be paid as per the wages Act/notification issued by Government from time to time. It is the sole responsibility of contractor to observe and abide by the factory Act, Provision of Labour Act, Workman compensation Act, Provident fund Act, Minimum wages Act, Payment of wages Act, contribution towards EPF, Gratuity Act and other regulations framed by the Govt. and revised from time to time. Contractor shall keep a register for payment of wages once in a month.

(e) The contractor is required to open separate PF account for its employee deployed in this work exclusively. The contractor shall be responsible for depositing Provident fund, ESI contribution and other statutory charges payable and shall attach documentary proof of having deposited the same along with the bill of next month. The amount deposited against these liabilities should be deposited on a separate challan only for manpower deployed in this work.

(f) Mode of payment through Letter of Credit (LC):- (i) The bidder, at the time of bidding itself, shall exercise an option in writing, in favour of taking payment due against the said tender, through LC arrangement. (ii) The option so exercised, shall be an integral part of the bidder's offer. Option once exercised shall be final and no change shall be permitted, thereafter, during the course of execution of contract. (iii) The incidental cost towards issue of LC and operation thereof (LC operating charges, including bank charges for opening of LC) shall be borne by the supplier/contractor. 1.5.5 The Document of Authorization (format enclosed as Ann-1) of LC will be issued by Railway on claims preferred by supplier/contractor, for completed works/supply to enable them to claim the authorized amount from their banker. The Document of Authorization will be issued against each bill submitted for payment by supplier/contractor, after exercising laid down checks as per Railway's Codes & Manuals, in executive & accounts branches. The status of claim could be viewed by the contractor in IREPS & IPAS

5.6 Price Variation Clause (PVC)

Not applicable .

6. LABOUR LAWS AND RELATED OBLIGATIONS

6.1 Independent Contractor

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

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

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

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

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

6.2 Legal Obligations

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

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

6.3 Labour Law Awareness

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

6.3.2 The contractor must provide a comprehensive booklet (that is approved by Indian Railways) containing all the relevant updated labour legislations, rules and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

While all the laws mentioned in Clause 6.2 are applicable to labour,

6.3.3 Use of Intoxicants

The contractor or her staff or any labour employed through sub-contractors or petty contractors, shall be prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on site or near the site or in any of the trains, stations, buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of her/ his employees. The Contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

7. DETERMINATION OF CONTRACT

7.1 Right of Railway to Determine the Contract

The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and/ or of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

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7.2 Payment on Determination of Contract

Should the contract be determined under clause 7.1 and the Contractor claims payment for expenditure incurred by her in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Manager. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

7.3 No Claim on Compensation

The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which she might have derived from the execution of the work in full but which she did not derive in consequence of determination of contract.

7.4 Determination of Contract Owing to Default of Contractor

If the Contractor should –

(a) Become bankrupt or insolvent, or (b) Make an arrangement with or assignment in favour of her creditors, or agree to carry out the contract under a Committee of Inspection of her creditors, or (c) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or (d) Have an execution levied on her goods or property on the services, or (e) Assign the contract or any part thereof otherwise than as provided in Clause 4.5 of these Conditions, or (f) Abandon the contract, or (g) Persistently disregard the instructions of the Manager, or contravene any provisions of the contract, or (h) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or i) Have been imposed with maximum cumulative penalty as per Clause 4.17.1, or (j) Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or Works. (Rly Bd's L.No. 2017/EnHM (CE)/25/11 Dt. 07.03.2018) (k) have been condemned or rejected under Clause 4.25, 4.27 and 4.28 of these Conditions, or (l) Fail to take steps to employ competent or additional staff and labour as required under Clause 4.26 of the Conditions, or (m) Fail to afford the Manager or Manager's representative proper facilities for inspecting the services or any part thereof as required under Clause 4.29 of the GCC Conditions, or (n) Promise, offer or give any bribe, commission, gift or advantage either herself or through her partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway. (o) At any time after the Bid relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admits as one of its partners or employees under it, or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever, any retired officer of the Gazetted rank or any other retired Gazetted officer working before her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such officer, unless such officer has obtained permission from the President of India or any officer duly authorised by her in this behalf, to become a partner or a director or to take employment under the contract as the case may be, or (p) Fail to give at the time of submitting the said bid: (i) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said Bid, or (ii) The correct information as to such officers obtaining permission to take employment under the Contractor, or (iii) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or (iv) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or (v) Being such a retired officer suppress and not disclose at the time of submitting the said Bid the fact of her being such a retired officer or make at the time of submitting the said Bid a wrong statement in relation to her obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor. Then and in any of the said clause, the manager on behalf of the Railway may serve the Contractor with notices stipulated in the clauses 7.4.1, 7.4.2 & 7.4.3 of GCC 2018.

7.4.1. Performance Notice a) In the event of the above and in any of the said clauses, the Manager on behalf of the Railway may serve the Contractor with a Performance notice as per Annexure-XII of GCC 2018 in writing to the effect to make good the default as well as initiation of bidding process for the balance service. b) Railways reserves the right to float a new tender and invite bids for the delivery of services to replace the contractor put on notice, from the date on which this notice is served. The existing contractor shall not be allowed to participate in any bid which includes delivery of balance services of subject contract. However, in case the existing contractor's performance has improved to the satisfaction of the Manager, then Railways may terminate the bid proceedings, at any stage of the bid process. (c) Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after the termination of the subject contract. (d) After the issue of this notice, the performance of contractor shall be assessed on a weekly basis by the manager. Manager after satisfied with the improvement in the performance of contractor may issue a letter of revocation of the performance notice as per annexure. If the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 7.4.2 of GCC 2018.

7.4.2. Seven Days' Notice

After delivery of the performance notice to the contractor, if she does not proceed to make good her default and carry on the services or comply with such directions as aforesaid, to the entire satisfaction of the Manager, the Railway shall be entitled to serve 7 days' notice as per Annexure-XIII of GCC 2018, further in writing to either commence the service or improve quality of services to the prescribed standard. The failure to do so shall entail a termination notice being served under the hand of the Manager, to rescind the contract as a whole or in part or parts (as may be specified in such notice).

7.4.3. Termination Notice : If No action to commence the service or improve the quality thereof is taken by the contractor within the 7 days notice period, then a final termination notice as per Annexure-XV shall be issued.

7.5 Right Of Railway After Rescission Of Contract Owing To Default Of Contractor

In the event of any or several of the courses, referred to in clause 7.4.3 of GCC 2018, being adopted:

Signature of Tenderer(s)

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

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

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

8. SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES

8.1 Matters Finally Determined by the Railways

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

8.2 Demand for Arbitration

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

8.2.1.1

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

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

8.2.2

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

(b) The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) Place of Arbitration : The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

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

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

8.3 Obligation During Pendency Of Arbitration

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

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
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8.4 Appointment of Arbitrator:**8.4.1 Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off.**

(a) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.

(b) In cases not covered by the Clause 8.4.1 (a), the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

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

8.4.3 If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

(c) Qualification of Arbitrator (s) (a) Serving Gazetted Railway Officers of not below JA Grade level. (b) Retired Railway Officers not below SA Grade level, three years after his date of retirement. (c) Age of arbitrator at the time of appointment shall be below 70 years. (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. (ii) While appointing arbitrator(s) under Sub-Clause 8.4.1 (a), 8.4.1 (b) and 8.4.2 of GCC 2018, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

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

Signature of Tenderer(s)

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

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

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

8.5 Jurisdiction of the Courts :

The court of the place where the agreement is signed shall alone have the jurisdiction to decide all legal disputes arising out of the contract.

9.0 GST :

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 & 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 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)	GST will be applicable as per prevailing rate. However if Govt imposed any change in GST during the currency of the contract, will be charged at the rate applicable at the time of billing.

10.0 Release of payment :

For the release of payment to the Contractor, details of his Bank Account is to submitted as under

	Name of the Bank	
2	Bank code	
3	Branch address	
	Branch Telephone / Fax No.	
4	PAN No.	
5	Account No	
6	Type of account	
7	IFSC code for NEFT	
8	IFSC code for MICR	
9	MICR code	
10	Name of account	
11	Telephone No. of supplier's / beneficiaries	

11.0 Employment of Engineering Graduates/ Diploma- Holders:

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

i) The contractor shall appoint one Graduate Engineer for supervision of non core work at each Depot who shall also be responsible for maintenance work as per rule.

Note: For any points not mentioned under Standard General Condition of Tender Document, GCC for Service 2018 including all the amendments will prevail strictly.

Annexure-I

Bid Evaluation- Technical Criteria

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

Sn	Weightage	Technical Criteria	Documentation	Scoring
1	20%	<p>Previous Work Done The bidder shall submit documents related to completed/ on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/ on-going similar service contracts in the following categories:</p> <p>1) Payment received more than or equal to 80% or 50% or 49% of the current advertised bid value and percentage penalties imposed therein</p>	<p>Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/ on-going similar service contracts with satisfactory performance.</p>	<p>Scoring Method; For each completed/ on-going similar service contracts with satisfactory performance shall be as under: (a) 100 Marks if 1 project > 80%, 2 projects > 50% or 3 or more projects > 40% value completed or underway 50 Marks if 1 project > 50% or 2 projects > 40% value completed or underway (a) 20 Marks if 1 project > 40% value completed No marks if all projects < 40% value completed. Deduction for 'percentage penalty imposed in the respective completed / on-going similar service contracts; The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% shall not be considered for calculation of scores for this purpose.</p>
2	35%	<p>Turnover (in last three and current Financial Year) (Less than 1.5 times the value of work is not eligible)</p>	<p>A per audited balance sheet certified by the CA.</p>	<p>(a) 100 marks - More than 25 times advertised value of work (b) 70 marks - 10 - 25 times advertised value of work (c) 50 marks - 5 - 10 times advertised value of work (d) 30 marks - 1.5 - 5 times advertised value of work</p>
3	20%	<p>Number of years in operations (Firms having less than 1 year of experience are not eligible)</p>	<p>Company establishment certificate and Company's work order copy/ agreement copy/ completion certificate etc as proof of operation. Years shall be counted from the date of agreement of the work.</p>	<p>(a) 100 marks - More than 8 years (b) 80 marks - 5 - 8 years (c) 60 marks - 2 - 5 years (d) 40 marks - 1 - 2 years</p>
4	25%	<p>Size of Workforce The Bidder must have a minimum number of personnel (as defined by Railway administration) on the Organisation's pay roll.</p>	<p>EPFO challan/ bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of Bid should be submitted in support of</p>	<p>(a) 100 marks if the Bidder's workforce on roll is between greater than 3 times of the total workforce required in this Bid. (b) 70 Marks if workforce on roll is equal to or up to 3 times the total workforce required in this Bid.</p>

Signature of Tenderer(s)

Sr. Divisional Electrical Engineer
N.F. Railway / Lumding

			theirqualification.	(c) No marks if workforce on roll deployed is less than the total workforce required in this Bid
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STATEMENT OF DEVIATIONS**PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are the particulars of deviations from requirement of the Instructions to Tenderers, General & Special Conditions of Contract.

1.1 Instructions to Tenderers

Clause	Deviation	Remarks (Including Justification)

1.2 General Conditions of Contract

Clause	Deviation	Remarks (Including Justification)

1.3 Special Conditions of Contract

Clause	Deviation	Remarks (Including Justification)

2. The Following are the particulars of Deviations from requirement of the Technical Specifications
(Separate statement for each specification)

Clause	Deviation	Remarks (Including Justification)

Note:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating No Deviations.

a) TERMINATION FOR UNSATISFACTORY PERFORMANCE: - In case contractor staff does not / do not turn up on duty, for more than 7 days, the contract may be terminated. Moreover, if Sr.DEE/LMG feels that the performance of the contractor is unsatisfactory or the contractor is not complying with the requirement on its part as specified elsewhere in the contract, or any complaint has been noticed, then Sr. DEE/LMG shall ask from the contractor in writing the reason for dissatisfaction. The contractor has to specify the reason for dissatisfaction within the stipulated time. Even after that ,Sr.DEE/LMG feels that the reason not specific , then the contract will be terminated.

b) TERMINATION DUE TO CHANGE OF OWNERSHIP AND ASSIGNMENT:-

In case the contractor's rights and or obligations under this contract and or the contracts right title and interest to the Sr. DEE/LMG are transferred or assigned without the Sr. DEE/LMG's consent, the Sr. DEE/LMG may at its absolute discretion terminate this contract.

c)The completion period of contract for the present work is given under tender details. Date of entering into Agreement is not the criteria. General conditions of the contract of NF Railway are available in the office of the Senior Divisional Electrical Engineer Lumding for reference. The same can be obtained for study before participating in the present tender.

d)The problems if any, are to be brought to the notice of Executive-in-Charge in time i.e., Senior Divisional Electrical Engineer Lumdingso that the targeted period of completion is not bursted.

e) No conditions are to be quoted along with offer. Conditional offer will not be considered. Only offer will be considered even though conditions are specified.

f) All payments shall be based on the extent of work actually done.

g) Mobilization advance for this work is not permitted.

h) LIQUIDATED DAMAGES: If the contractor fails to carry out, execute and complete the work under this contract within the time prescribed as per the original acceptance letter and agreement, penalty in terms of clause 5.2 of General conditions of contract for services will apply. In unforeseen circumstances if found justified, the time of completion can be extended without LD or with token penalty by the Sr. Divisional Electrical Engineer/Lumding, NF Railway, without any prejudice the L.D. clause mentioned G.C.C.

i) FORECLOSURE OF CONTRACT: During the course of contract, if the administration feels that it is not necessary to continue the contract due to administrative reasons, the contract stands foreclosed with immediate effect without assigning any reasons.

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

j.Records to be maintained by the nominated Divisional officer :

- (i) Railway shall furnish the Power car number to be maintained under this contract along with the date of inclusion.
- (ii) The coach for whom the preventive maintenance is not carried out during any monthly terms shall not be entitled for the payment for that monthly term. The nominated Railway officer shall ensure the availability of the coaches to the firm for such preventive maintenances as per the mutually agreed schedule. In case of the coaches which does not touch any base maintenance stations of NF railway due to any circumstances (e.g. Transfer of coaches to other Railways, accident etc), the nominated divisional officer shall inform such cases to the firm in writing.
- (iii) The nominated Officer shall keep the register / record for the previous bill paid for each coach to avoid duplicity of payment at any time.
- (iv) All the depot in-charges shall maintain work done register up-to-date.

k.Paying Authority:

Bill passing authority of this contract will be Sr. Divisional Electrical Engineer/LMG. The paying authority for this contract for Non core at all depots shall be Sr.DFM/LMG.

l.Failure:

In the event of failure in the performance of the contract by the contractor, within the specified period the N F Railway may without prejudice to their other rights, rescind the contract or a portion thereof and Railway may into another contract for fulfillment of the obligation for the remaining period to maintain the passenger services.

m. SUPPORTING DOCUMENTS:

Following documents are required to be submitted along with the Tender Document for e-tendering:

1	List of personnel, Organization available on hand & proposed to be engaged for the subject work.
2	List of Plant & Machinery available on hand (own) and proposed to be inducted (own & hired to be given separately)
3	i) List of Works completed in the last Three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given. ii) Financial Standing (Financial Criteria) certificate (a) T1- Annual Turnover & (b) T2-Liquidity (as mentioned in NIT item no. 8)
4	List of Works on hand indicating description of work, contract value and approximate value of balance work yet to be done and date of award.
5	In case of items 3 & 4 above, supporting documents/certificates from the govt. organizations and PSU with whom they worked/are working should be enclosed. Certificate from Private individuals for whom such works are executed/being executed will not be accepted.
6	Name of the Engineer/ Diploma holder:- (i) One qualified Graduate Engineer when the cost of the work to be executed is rupees two hundred (200) lakhs and above & (ii) One qualified Diploma Holder (Engineer) when the cost of the work to be executed is more than rupees twenty five (25) lakhs, but less than rupees Two hundred (200) lakhs.
7	Documents relevant to GST Act (GST Act implemented w.e.f.01.07.2017)
8	Other documents as stated in technical specification.
9	Labour license certificate
10	Trade license certificate
11	EPF registration certificate
12	ESI registration certificate
13	Copy of Document Verification Certificate

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

The contractor should provide satisfactory evidence acceptable to the Railway to show that he/they is /are a reputed firm/contractor who regularly under takes the works similar to the subject tender and has adequate technical knowledge and experience preferably in Railways. The contractor should have proper and competent supervisory control organization to ensure that there is adequate control at all stages of execution of the contract.

ADDITIONAL SPECIAL CONDITIONS FOR TENDER DOCUMENT

1. These additional special conditions are applicable to tender document and considered as part of it.
2. Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderer's. Railway, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender documents are not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct/indirect loss of business/profit resulting from inability to use this facility.
3. The Tenderer shall download & print the Tender document solely for the purpose of bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
4. The end of tender document is indicated by "END OF TENDER DOCUMENT" marker. Tendere(s) should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
5. The tender document downloaded from website though does not bear signature of Railway authority shall have same authority as having directly purchased from Railway Office. Tenderers while submitting his offer must sign all pages of tender document.
6. The Tenderer/s are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.
7. The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/ deletion/ tempering, whatsoever, in the downloaded documents. The Tenderer's offer shall be rejected and full earnest money shall be forfeited, in case it is detected at any time after submission of offer, that they have made any modification in down loaded documents. In case such modification is noticed even after award of contract, Railway is liable to terminate the contract on contractor's default. In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work, agreement will be prepared based on the master copy of tender document available in the Railway's office. In case, any discrepancy is noted in tender document submitted by Tenderer, the Master document kept with Railway in hard copy shall prevail and decision of Railway thereon shall be final and binding on Tenderer/Contractor.
8. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Further Tenderer shall bear expenses of internet connection and telephone charges, if any for downloading of tender document.
9. The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through newspapers, website or E-mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Website and the same shall be taken into account while submitting the tender.
10. This "Additional Conditions for Tender Document downloaded from website" must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.
11. The following declaration should be given by the Tender while submitting the tender.

Sr. Divisional Electrical Engineer
N.F. RAILWAY, LUMDING
(For and on behalf of the President of India)

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

(Credential Form)**DETAILS OF WORKS CARRIED OUT SINCE LAST 7 YEARS AND UNDER PROGRESS:**

SN	Particulars of Office/ Deptt. Under whom the work was/is being executed.	Particulars of works carried out/ in progress or awarded	Duration of execution/ probable date of completion	Contract No. date & value	Amount of payment received.
1	2	3	4	5	6

Signature of the Tenderer(s)

Format attested

Date.....

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ANNEXURE – ‘B’**2. STATEMENT OF CONTRACT PAYMENTS RECEIVED**

SN	Name of Govt. Deptt./ Client with Address	Description of work	CA No. & Date	Date of payment received	Amount received in Rs

3. PERFORMANCE FOR THE RELEVANT WORK IN PROGRESS BY THE TENDERER

SN	Name of Govt. Deptt./ Client with Address	Description of Work	Total Value of Work	Date of award of Work	Stipulated Completion Time	% age progress on date	Remarks

ANNEXURE – ‘C’**DETAILS OF ORGANISATIONAL SET UP****1. ORGANISATION OF THE COMPANY**

DESCRIPTION	CATEGORY	NO. OF PERSONS	NAME	QUALIFICATIONS
On Permanent Rolls				
Temporary				
Likely to be made available on works				

2. REQUIRED CONSULTANTS, IF ANY WITH THEIR ACCEPTANCE TO PROVIDE SERVICE WITH THE TENDERER / CONTRACTOR**3. REQUIRED SUB-CONTRACTOR, IF ANY WITH THEIR ACCEPTANCE TO PROVIDE SERVICE WITH THE TENDERER / CONTRACTOR**

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ANNEXURE – ‘D’**ASSET PLANT AND EQUIPMENT STATEMENT**

SN	DESCRIPTION	NO. AVAILABLE READILY ON HAND	NO. TO BE ARRANGED LATER

ANNEXURE – ‘E’**DECLARATION FORM**

I/We hereby certify that:-

- i) I am / we are not related to any one employee in the Gazetted and Non-Gazetted capacity in the Electrical Department and or any other Department of the Northeast Frontier Railway.
- ii) I/We draw attention to the fact that I am / we are related to the following employee(s) in the Gazetted and Non-Gazetted capacity in the Electrical Department and or any other Department of the Northeast Frontier Railway.

SN	NAME OF THE EMPLOYEE(S)	DESIGNATION	DEPARTMENT	DEGREE OF RELATIONSHIP

Note:-

The item which is not applicable should be struck out.

ANNEXURE – ‘F’**SCHEDULE OF DEVIATIONS (BY TENDERER)**

SN	Clause No. of Tender Documents	Alternative Acceptable to the Tenderer

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ANNEXURE – ‘G’**DETAILS OF ELECTRICAL CONTRACTOR LICENSE & SUPERVISORY LISENSE**

Sn.	Name of licensee	License No.	Issued by	Last Renewed date	Category approved	Remarks
	Contractor					
	Supervisor					

ANNEXURE- H**DETAILS OF QUALIFIED PERSONALS TO BE EMPLOYED FOR THE WORK.**

S N	Name .	Designation	Qualification	Remarks

ANNEXURE - I**DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS.**

S N	Name of Work.	Contract no & date	Place of work	Value in Lakh of Rs	Anticipated date of completion.

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Annexure – IV

FORM XIV (SEE RULE 76)

THE CONTRACT LABOUR (REGULATION & ABOLITION) CENTRAL

Employment Card

Name and address of contractor

Name and address of Establishment in/ under which contract is carried ON .

Name of work and location of work

Name and address of Principal
Employer

1. Name of the worker
- 2 S. No. in the register of workers employed
3. Nature of employment/Designation
- 4 Wage rate (with particulars of unit in case of piece-work)
5. Wage period
6. Tenure of employment
7. Remarks

Signature of Contractor

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Annexure – V**Form XV (See Rule 77)**

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Service Certificate

Name and address of contractor... ..

Name and address of Establishment in/under which contract is carried on..

Nature and location of work... ..

Name and address of the worker.....

Name and address of Principal Employer.

Age or date of birth.....

Identification Marks.....

Parent's/Spouse's name.

Sl.	Total period for which employed for		Nature of work done	Rate of wage (With particular of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature... ..

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Form XVII [See Rule 78(1) (a) (i)]

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Name and address of contractor.

Name and address of Establishment in/under which contract is carried on

Nature and location of work... ..

Name and address of principal employer.

Wage Period: Monthly

Sl. No.	Name of worker	Serial No. in the register of workers	Designation /nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate
1	2	3	4	5	6	7

Amount of wages earned

Basic wages	Dearness allowances	Overtime	Other cash payments (Nature of payment to be indicated)	Total	Deductions, if any, (indicate nature)	Net amount paid	Signature/Thumb impression of worker	Initial of contractor or her representative

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Form XIX [See Rule 78(1)(b)]

(Regulation & Abolition} Central Rules, 1971

Wage Slip

Name and address of contractor.

Name of Worker

Name of Parent/ Spouse of the worker. . .

Nature and location of work. . .

For the week/ fortnight/ month ending.

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

Signature of the contractor or their
representative

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Annexure — VIII

FORM XXIV [See Rule 82(1)]

The Contract Labour (Regulation & Abolition) Central Rules, 1947

*Return to be sent by the Contractor to the Licensing Officer**(Every contractor shall send half yearly return in Form XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year and a copy of the same should also be sent to the Indian Railways at the same time)*

Half-Year-Ending.

1. Name and address
of the
Contractor
2. Name and address
of the
establishment
3. Name and address
of the Principal
employer
4. Duration of Contract: Fromto
5. No. of days during half year on which-
 - (a) the establishment of the
Principal employer had
worked
 - (b) the contractor's establishment
had worked. . .
6. Maximum number of contract
labour employed on day during
the half year-

Men	Women	Children	Total
- 7 (i) Daily hours of work and spread over-
 - (ii) (a) whether weekly holiday

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

observed and on what day-

(b) If so, whether it was paid for-

(iii) No. of work hours (man-hours) of overtime worked

8. No. of work-days (man-days) worked by -

<i>Men</i>	<i>Women</i>	<i>Children</i>	<i>Total</i>
------------	--------------	-----------------	--------------

9. Amount of wages paid -

<i>Men</i>	<i>Women</i>	<i>Children</i>	<i>Total</i>
------------	--------------	-----------------	--------------

10. Amount of deduction from wages, if any-

<i>Men</i>	<i>Women</i>	<i>Children</i>	<i>Total</i>
------------	--------------	-----------------	--------------

11. Whether the following have been provided -

(i) Canteen

(ii) Rest-Room

(iii) Drinking water

(iv) Creches

(v) First-Aid

(If the answer is 'yes' state briefly standards provided)

Place

Signature of Contractor

Date

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

FORM XXV

THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971

Annual Return of Principal Employer to be sent to the Registering Officer

(Every principal employer of a registered establishment shall send annually a return in Form MV (in duplicate) so as to reach the Registering Officer concerned not later than the 15th February following the end of the year to which it relates.)

Year ending 31st December

1. Full name and address of the Principal Employer.
2. Name of Establishment:
 - (a) District
 - (b) Postal Address
 - (c) Nature of operation/industry/work carried on.
3. Full name of the Manager or person responsible for supervision and control of the establishment.
4. Number of Contractors who worked in the establishment during the year (Give details in Annexure).
5. Nature of work/operations on which contract labour was employed.
6. Total number of days during the year on which contractlabour was employed.
7. Total number of work-days (man-days) worked by contract labour during the year.
8. Maximum number of workers employed directly on any day during the year.
9. Total number of days during the year on which direct labour was employed.
10. Total number of work-days (man-days) worked by directly employed workmen.
11. Change, if any, in the management of the establishment, its location, *or* any other particulars furnished to the Registering Officer in the application for Registration indicating also the dates.

Principal employer

Place

Date

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Annexure to form

Name and address of the contractor	Period of contract From –to	Nature of work	Maximum no. of workers employed by each contractor	No. of days worked	No. of work days (men-days worked)
1	2	3	4	5	6

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ANNEXURE – X

FORM-XI (See rule 223 (cj))

THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES,
1971

CERTIFICATE OF MEDICAL CERTIFICATE

1. *Certificate Serial No.....*
Date.....
2. *Name*

identification marks: (1)

(2)
3. Parent's Name
4. Sex.
5. Residence.. son/daughter of...
6. Date of birth, if available and/or certificate age...
7. Physical Fitness

I hereby certify that I have personally examined (name) son/daughter of
..... residing atwho is desirous of being employed in manual work
and that his/her age as nearly as can be ascertained from my examination is
years and that he/she is fit for employment inas an adult/adolescent.

8. Reason for -
- (1) refusal of certificate _____
- (2) certificate being revoked _____

Signature/ Left hand

Thumb impression of worker

Signature with Seal
Medical Inspector/CMONote - 1. Exact details of cause of physical disability should be clearly stated

2. Functional/ productive abilities should also be stated if disability is stated.

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ANNEXURE – XI

POLICE VERIFICATION

PHOTO
Signed by Contractor

SN	Particulars	
1	Full Names with aliases	
2	Parents Name	
3	Nationality	
4	Present address in full with Police station and district	
5	Period of residence	
6	Home/Permanent address in full with Police station and district	

Declaration (by applicant)

I certify that the following information is correct and complete to _the best of my knowledge and belief.

Police Certification

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of Applicant Date:

Place:

Counter signature of

Authorized signatory with stamp

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Annexure - XII
Registered Acknowledgement Due

PERFORMANCE NOTICE
NF RAILWAY
(Without Prejudice)

To
M/s __
Dear Ma dam/Sir,
Contract Agreement No. In connection with.

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. , dated , you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no. dated in reference to your representation, dated.
3. As you have failed to abide by the instructions issued to commence the s e r v i c e / achieve desirable standard of services, you are hereby given a notice in accordance with Clause 7.4 of General Conditions of Contract to commence the service/ to make good the default, failing which further action will be taken as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation.
4. In addition to the above, Railway is also free to invite a bid to procure the balance services without your participation, starting from the date of issuey of this notice.

Kindly acknowledge receipt.

Yours faithfully,
For and on behalf of the President of India

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Annexure - XIII Registered Acknowledgement Due

RAILWAY
(Without Prejudice)
REVOCATION OF PERFORMANCE NOTICE

To
M/s
Dear Madam/Sir,

Contract Agreement No. In connection with .

1. Your attention is invited to this performance notice issued by this office/Chief Manager's office vide letter no., dated.
2. As you have improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn

Kindly acknowledge receipt.

Yours faithfully ,

For and on behalf of all of the President of India

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ELECTRONIC FUND TRANSFER MANDATE FORM

To
The Sr. DFM
N. F. Railway, Lumding.

We refer to the **ELECTRONIC FUND TRANSFER (EFT)** system being set up by N. F. Railway, Lumding for remittance of our payments using RBI's EFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted account.

NAME OF ORGANISATION AND ADDRESS:
.....
.....
.....

MICR/IFSC CODE OF BANK:.....

BANK NAME:.....

BRANCH NAME:

BANK ADDRESS:

BRANCH TELE/FAX NUMBER:.....

BANK ACCOUNT NUMBER:.....

TYPE OF ACCOUNT:

A xerox copy of cheque leaf is attached herewith for necessarily action at your end.

Encl: As above.

Signature & stamp

Confirmed by Bank:

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding



Annexure-1

LC/DA No. _____/1*
Dated: _____**Document of Authorization**

1. It is certified that Work Job assigned in Contract No.....
dated..... under Inland Letter of Credit No.....
dated.....

Or

Goods received / Works order completed Stage – Phase 1/2/3/4/5.

2. The beneficiary of Letter of Credit M/s is entitled to
receive payment aggregating INR..... out of a total LC amount of
INR..... against the first/second* commercial Invoice No. _____ dated
_____ for INR raised against the above contract on the strength of this Certificate.

3. PAYMENTS ALREADY MADE :

1. Invoice No.
2. Invoice No.
.& so on
Total

4. THIS PAYMENT:

5. LC BALANCE AFTER THIS PAYMENT:

Signature & Seal of Applicant
(Railway Authority)**As applicable*

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

LCDA No. (18 DIGIT IPAS GENERATED No.)

Dated:

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/ Supply Contract No. _____ Dated _

(ii) Inland Letter of Credit No. Dated _

This document is issued against contract No. ---- (FROM IREPS)----- dated-----for supply/ work of --- (DESCRIPTION OF GOODS/ WORK FROM IREPS)-----

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

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

S.No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA Date	Amount paid (INR)
Total Paid						

THIS PAYMENT:-_

LC BALANCE AFTER THIS PAYMENT:

(Signature of authorized Railway authority)

Name:

Designation:

Official Seal:

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

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

I..... (Name and designation)** appointed as the attorney/ authorised 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.
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.**

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*) ** and all my/our constituents understand that my/our offer shall be summarily rejected.

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 five year on entire IR.

DEPONENT 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. Attestation
before Magistrate/Notary Public.

ANNEXURE – 4

FINAL SUPPLEMENTARY AGREEMENT

Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.

Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended' and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the final bill bearing voucher No. _____ dated _____ of value _____ (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received further sum of ₹ _____ through the final bill bearing voucher No. _____ dated _____ (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including /excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: _____

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ANNEXURE – 5

Registered Acknowledgement Due

**7 DAYS NOTICE
RAILWAY
(Without Prejudice)**

To
M/s
Dear Madam/Sir,
Contract Agreement No. In connection with __.

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ANNEXURE – 6

TERMINATION NOTICE

N.F.RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

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

Kindly acknowledge receipt. Yours

Yours faithfully

For and on behalf of the President of India

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

ANNEXURE – 7

FIRST AID FACILITIES TO BE PROVIDED TO ALL WORKERS BY CONTRACTOR

Item	Workers do not exceed 50	Workers exceed 50
	Qty	Qty
Small sterilized dressings	6	12
Medium size sterilized dressings	3	6
Largesize sterilized dressings	3	6
Large size sterilized bum dressings	3	6
Packets sterilized cotton wool(15gms)		6
Iodine bottle	1(30 ml)	1(60 ml)
Bottle containing salvolatile having the dose and mode of administration indicated on the label	1(30 ml)	1(60 ml)
Adhesive plaster roll		1
Snake bite lancet	1	1
Bottle of Potassium Permanganate crystals	1(30 gm)	1(30 gm)
Pair of scissors	1	1
First Aid leaf let	1	1
Aspirin Tablets	1(100(each of 5 grains))	1(100(each of 5 grains))
Ointment for burns Anti-septic solution	1	1

ANNEXURE – 8

REGISTER OF CORRECTION SLIPS

Correction Slip		Reference			Date of Receipt	Initials of person in charge of book
NO	Date	Page	Item	Subject		

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumding

Signature of Tenderer(s)

Sr.Divisional Electrical Engineer
N.F. Railway / Lumdung