

BID DOCUMENT FOR SERVICE TENDER

Name of the Work - Outsourcing of Operation and Maintenance of Track Machine for a period of two years in North East Frontier Railway.

E- Bid No .- R2_Outsourcing_TMachines dated 24. 06. 2026

Due on Date:

INDEX

The bid document comprises various parts and contains pages as under:-

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Note: All the above parts taken together shall constitute the complete bid documents herein after referred to as "Bid Document" and have to be read together and acted upon accordingly. No part of the bid document can be relied upon or acted upon in isolation.

TOP SHEET

<u>1</u>	E-Bid No.	R2_Outsourcing_TMachines dated 24. 06. 2026
<u>2</u>	Bidding System	Two Packet System
<u>3</u>	Name of Work	Outsourcing or Operation and Maintenance of Track Machines for a period of 02 years in Northeast Frontier Railway.
<u>4</u>	Approximate Value of Bid	Rs. 183460385.04
<u>5</u>	Earnest Money	Rs.....(as per NIT)
<u>6</u>	Payment of EMD & Cost of Bid Document	In respect of e-bidding, payment of Earnest Money Deposit &, Cost of Bid Document will be accepted through net banking or payment gateway only.
<u>7</u>	Dy. Chief Engineer Unit	
<u>8</u>	Permissibility of Participation of Joint Venture Firms	Permitted
<u>9</u>	Applicability of Price Variation Clause	Applicable
<u>10</u>	Similar Nature of work	Outsourcing of semi- skilled /skilled manpower services in Track Machines/workshop/ production units in Railway/Railways PSUs" AND/OR "Outsourcing of Semi-skilled/skilled manpower services in any Government Organization /PSUs"
<u>11</u>	Completion Period	Two Years i.e. 24 (Twenty Four) months from the date of issue of Letter of Acceptance.
<u>12</u>	Estimate No. and Allocation No.	
<u>13</u>	Location of work [Dist/State]	Entire Northeast Frontier Railway
<u>14</u>	Date and Time of closing(As per NIT)
<u>15</u>	Validity of offer	D +90 days (D - date of opening of bid)
<u>16</u>	Website Notice Board location where complete details of Bid can be seen	The bid notice is available on website www.ireps.gov.in .
<u>17.</u>	Stipulated Date of Commencement of work	Within 15 days from the date of issue of Letter of Acceptance" or as per instructions of Dy. CE/TMC/MLG.

CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH BIDS

(Bidders are requested to give certificates and or put (Tick) mark wherever applicable)

1	Bidder details:		
1.1	<p>Name of the Bidder: The bidder shall clearly specify whether the bid is submitted on his own her own (Proprietary Firm) or on behalf of a Partnership Firm / Company / the constitution of /Society etc. The bidder(s) shall enclose the attested copies of their concern, and copy of PAN Card along with their bid Bid Documents in such cases are to be signed by such persons in trust or society. competent to sign them on behalf of the firm, company, association, as the case may be.</p>		
1.2	<table border="1"> <tr> <td> Identification of Bidder: i. In case of Partnership Firm ii. In case of Consortium, JV or MOU iii. In case of Company: iv. In case of Proprietary Firm v. In case of HUF vi. Society: </td><td> Refer to Bid form (Second Sheet) of 2018 Annexure - II of GCC for Services (Page no. 75 & 76 of GCC FOR SERVICES-2018) </td></tr> </table>	Identification of Bidder: i. In case of Partnership Firm ii. In case of Consortium, JV or MOU iii. In case of Company: iv. In case of Proprietary Firm v. In case of HUF vi. Society:	Refer to Bid form (Second Sheet) of 2018 Annexure - II of GCC for Services (Page no. 75 & 76 of GCC FOR SERVICES-2018)
Identification of Bidder: i. In case of Partnership Firm ii. In case of Consortium, JV or MOU iii. In case of Company: iv. In case of Proprietary Firm v. In case of HUF vi. Society:	Refer to Bid form (Second Sheet) of 2018 Annexure - II of GCC for Services (Page no. 75 & 76 of GCC FOR SERVICES-2018)		
	<p>Note:- For Sl No. 1.1 & 1.2, the bidder should submit the required documents as per General Conditions of Contract for Services -2018 issued by Ministry of Railways Government of India as mentioned in para no. 15 &16 of this bid document. Non submission/Non-compliance/incomplete of the above mandatory documents by the bidder shall result in summarily rejection of his/ their bid.</p>		
2	The bidder shall submit all documents duly self-attested/digitally signed copies		
3	<p>Particulars of online payment/RTGS submitted towards EMO</p> <p>Deposition/Exemption of EMO will be applicable as per the clause 3.3 of General Conditions of Contract for Services-2018 and mentioned in Para no. 4.1 .</p>		
4	The bidder shall submit self-attested/digitally signed copies of experience certificate as per Annexure "A"		
5	<p>i) T1 – Financial Turnover: Self-attested/digitally signed copy of Certificate showing financial turnover received during the last 3 previous financial years and in the current financial year up to the date of opening of the bid (as per para 2.6.1 of GCC for Services – 2018). Format of certificate is Annexure "B" .</p> <p>ii) T2-Liquidity: The audited balance sheet and/or banking reference certified by chartered accountant in Proforma as per Appendix-I and / or II (as per para 2 . 6 . 1 of General Conditions of Contract for Services -2018).</p>		
6	Standard format for certificate to be submitted by the bidder is enclosed as Annexure-C . Non submission of certificate by the bidder shall result in summarily rejection of his/their bid. The documents related to qualifying criteria mentioned, in the bid document shall be self-attested by the bidder.		
7	Company establishment certificate and company's work order copy/ agreement copy/completion certificate etc. as proof of operation, in order to evaluate number of year's operations.		
8	EPFO challans/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 their qualification for assessing size of workforce.		
9	NEFT mandate form		

10	Registration no. of GST
11	The check list is indicative and not exhaustive. The bidders must follow the complete bid document and General Conditions of Contract for Services -2018 and updated with correction slips issued up to date of inviting of bid issued by Ministry of Railways Government of India.
12	Any other information/certificate required as per bid document.

Address:

Signature of Bidder/Contractor

Phone No:

SECTION – 1

Schedule of Quantities and Rates

Schedule of Quantities and Rates

Name of Work: Outsourcing of Operation and Maintenance of 25 nos. Track Machines for a period of two years in North East Frontier Railway.					
SN	ITEM DESCRIPTION	ITEM QTY (Nos.)	UNIT	UNIT RATE INCLUSIVE OF GST (Rs.)	TOTAL AMOUNT INCLUSIVE OF GST (Rs.)
1	<p>Operation of one Tamping Express/ Dynamic Tamping Express (DTE) machine with a minimum 01 No. Assistant Machine Operator, 03 Nos. Track Machine Maintainer (Technician) & 04 Nos. Track Machine Assistants (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day/night and maintenance of the Tamping Express/Dynamic Tamping Express (DTE) Machine with required tools & plants before, during and after the traffic block.</p> <p>Note: (1) Item Qty.= 48 Months (i.e. 02No. machine x 24 months) (2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway.</p>	48	Months	400336.22	19216138.56
2	<p>Operation of one Dynamic Track Stabilizer (DTS) Machine by contractor's own set of staff comprising 01 No. Assistant Machine Operator, 02 Nos. Track Machine Maintainers (Technician) & 02 Nos. Track Machine Assistant (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day/night and maintenance of the Dynamic Track Stabilizer (DTS) machine with required tools & plants before, during and after the traffic block.</p> <p>Note: (1.) Item Qty.=96 Months((04 No. machines x 24 months)</p>	96	Months	254761.39	24457093.44

	(2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway				
3	<p>Operation of PQRS Machine set (Two Cranes.) machine by contractor's own set of staff comprising 01 No. Assistant Machine Operator, 02 Nos. Track Machine Maintainers (Technician) & 02 Nos. Track Machine Assistants (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day /night and maintenance of the PQRS Machine set (Two Cranes.) with required tools & plants before, during and after the traffic block.</p> <p>Note: (1.) Item Qty.=120 Months((05 No. machines x 24 months) (2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway</p>	120	Months	254761.39	30571366.80
4	<p>Operation of 01 USP Machine by contractor's own set of staff comprising 01 No. Assistant Machine Operator, 02 Nos. Track Machine Maintainers (Technician) & 02 Nos. Track Machine Assistants (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day /night and maintenance of the USP Machine with required tools & plants before, during and after the traffic block.</p> <p>(1.) Item Qty.=96 Months((04 No. machines x 24 months) (2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway</p>	96	Months	254761.39	24457093.44
5	<p>Operation of one Duomatic, Continuous Tamping Machine(CSM) or UNIMAT machine by contractor's own set of staff comprising 01 No. Assistant Machine Operator, 03 Nos. Track Machine Maintainers (Technician) & 03 Nos. Track Machine Assistants (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day /night and maintenance of the Duomatic, Continuous Tamping Machine(CSM) or UNIMAT with required tools & plants before, during and after the traffic block.</p> <p>Note: (1.) Item Qty.=240 Months((10 No. machines x 24 months) (2) 01 No. JE/SSE TMC will be provided by Railways.</p>	240	Months	353161.22	84758692.8

	(3) Spares for maintenance will be provided by Railway.				
	Total				18,34,60,385.04
	Rates to be quoted in Rupees (INR) (in Words)	Rupees Eighteen cores Thirty Four Lakhs Sixty Thousand Three Hundred Eighty Five.			
	Rates to be quoted in Rupees (INR) (in Figures)				18,34,60,385.04

(Rate is inclusive of GST)

SECTION 2

INSTRUCTION TO BIDDER (ITB)

(A) Note to Bidders

(B) Note to Price Schedule

(C) Bidder's Information

(A) NOTE TO BIDDERS

1.0 Except, where specifically stated otherwise in these instructions and conditions of contract, the General Conditions of Contract (GCC) for Services 2018 with all latest correction slips up to date shall govern the work under this contract and shall be binding on the bidder. The bidder(s) is/are advised to go through these documents before submitting the bid offer and it shall be the responsibility of the bidder before submitting his bid and again before bidding in the said agreement to ascertain all amendments and or correction made in the said GCC Services.

2.0 Payment of EMD: Payment of Earnest Money Deposit (EMD) and Bid Document Cost (TDC), in respect of e-bidding, should be accepted through net banking or payment gateway only and also as Per Norms.

3.0 Payment of TDC: Bid Document Cost (TDC) should be paid, in respect of e-bidding, should be accepted through net banking or payment gateway only wherever applicable and also as Per Norms.

4.0 MSE firms are entitled to claim exemption from payment of Bid Document Cost and Earnest Money in case of Service contracts.

5.0 Bid cost and bid security is waived off for those Micro & Small Enterprises (MSEs), NSIC and DIPP registered Agencies for appropriate category as indicated in the NIT. The bidder has to submit documentary evidence for the same.

6.0 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 Start-ups as recognized by Department of Industrial Policy and Promotion shall be exempted from payment of minimum EMD detailed in the bid. (As per para no. 3.3.1 of GCC for Services-2018)

In case, any bidder happens to become L1 and resiles/withdraws from their offer, the amount equivalent to EMD shall have to be deposited to Railways. Else, necessary action will be initiated to write to the NSIC authorities to take disciplinary action against such defaulted.

7.0 The administration will not own any responsibility, if website is not opened for downloading/uploading the bid documents due to any technical snag.

8.0 Corrigendum Notice on: for the purpose of corrigendum in the bid, NIT period is split as under:

(a) **Advertisement period:** Time during which all information pertaining to bid shall be available but offers cannot be submitted.

(b) **Offer submission period:** Fifteen days prior to opening/closing of bid, during which bidders can submit their offers.

9.0 The prospective bidders are advised to visit website "<http://www.ireps.gov.in>" before the date of bid closing to note any changes/corrigenda for any bid.

10.0 The Railway reserves the right to cancel the bid without assigning any reason thereto.

11.0 The bidders are required to submit their offer on line only before bid closing time and date as mentioned in the bid notice

12.0 The bids will be opened, after closing date and time mentioned in the bid notice (If applicable).

13.0 If the date of opening happens to be a holiday, the bids will be opened on the not working day.

14.0 Warning: it is hereby brought to the notice of all prospective bidders that if any change/additions/deletions/ alterations are found to be made by them and the same is subsequently detected/noticed at any stage even after award of the contract; all necessary action including banning of business would be taken. In addition, the bidders are liable to be prosecuted under law.

15.0 The bidders are required to submit necessary Annexures as applicable.

NOTE TO PRICE SCHEDULE

1. Standard format for certificate to be submitted by the bidder is enclosed as Annexure .Non-submission of certificate by the bidder shall result in summarily rejection of his/ bid. The documents related to qualifying criteria mentioned in the bid document shall self-attested by the bidder at page no. 31.
2. Normally, the bid schedule includes GST and the bidders are required to quotes inclusive rates. No extra payment shall be made on this account towards GST. However if provision is made in the bid schedule for quoting GST etc. separately, and then the bi de should quote GST and others separately in the price schedule. GST extra (actual OST, without interest) as applicable will be reimbursed by Railways subject to production of authentic documentary evidence.
3. If a bidder quotes Nil or Negative percentage or offers rebate/concession/discount for Schedule items (where supply of manpower is involve for housekeeping/maintenance Services), then his/her/their Financial Bid shall be treated as non-responsive and will not be considered and EMD will be forfeited.
4. The rates given in schedule of prices are based on previous accepted rates of other zonal railways. The bidders are required to quote rate(s) in Rs. online in the bid document as mentioned in the price schedule.
5. The bidder should ensure to pay the minimum wages (through bank payments), EPF & ESI (statement shall be submitted) applicable from time to time as per the notification of labour Commissioner. Generally, the rates will be revised on every April & October months.
6. The bidder must ensure mandatory compliance of Government schemes such as PMJDY, PMSBY & PMJJBY while submitting their offer.
7. The offer of the bidder shall be valid for a minimum period of 60 days for works valuing below Rs.50 lakhs and 90 days for works valuing above Rs.50 lakhs from the date of opening of bid.

COMMERCIAL COMPLIANCE (IDENDIFICATION)

- (1) Bidders should attach self-attested/digitally signed copy of PAN CARD & Photo Identification in Support of their IDENTITY.
- (2) **The documents attached to the bid document should be clear and legible for evaluation of bids. Proper care to be taken in this regard.**

BIDDER'S INFORMATION

The bidder shall furnish the following information:

1.	Name of the contractor & Full Address: (With proof of address) (Copy of the Voter's card or House Hold Card should be enclosed).	
2.	(i) Mobile No.	
	(ii) Land Phone	
	(a) Office	
	(b) Residence	
	(iii) e-mail address	
3.	(i) Bank Account Nos.	
	(ii) Name of the Bank with address	
	(iii) Code of the Bank (To arrange contractual payments through Electronic Fund Transfer System)	
4.	PAN No.	
5.	Partnership deed should be enclosed, if it is not a proprietary firm.	
6.	License No., under contract Labour: (Regulation and abolition Act 1970 or Building and Other Construction Works Act (BOCW) from Ministry of Labour, if applicable. Specify the reasons if not applicable. (Copy should be enclosed).	
7.	EPF Code No: (Copy of Registration to be enclosed)	
8.	8. GST Registration No:	

I hereby declare that I have read the bid conditions and fully conversant with the Rules and regulations issued from time to time by Ministry of Labour Government of India and Government of Andhra Pradesh and I will follow them scrupulously.

Station:

Signature of the

Bidder

Date:

Note: The bidder shall fill up the above proforma and submit along with the offer.

SECTION - 3

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1.0 The Bidder/Bidders shall quote in Rs. (INR) for items covered by Schedules as specified. The quantities shown in the attached Schedules are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy; the Railway does not guarantee work under each item of the Schedule.

1.1 The works are required to be completed within a period 24 months from the date of issue of Letter of Acceptance.

1.2 It must be clearly understood that all the terms and conditions stipulated under special conditions are binding on the contractor. The following special conditions supplement the "Conditions of Bid and General Conditions of Contract for Services" and should be considered as the part of the contract papers. If there is any conflict between general conditions and special conditions, the later shall prevail.

Where the provision of the General Conditions of Contract for services and other documents mentioned is at variance with the Special Terms and conditions of contract , the General Conditions of contract for services 2018 and other documents mentioned shall prevail.

1.3 The Railway Administration has right to pre-closure of the contract agreement with due notice.

1.4 Sub-letting of the contract will not be permitted. If it is detected, the contract will be terminated and the security deposit shall be forfeited. (Para no. 4.5 of GCC for Services-2018)

1.5. Two packet system of bidding shall be adopted for the worlds whose advertised bid value exceeds Rs. 50 lakhs and the bidders shall subunit their bids online through Indian Railway website "<http://www.germ.gov.in/GeM> Portal in two packets: (A) Technical bid & (B) Financial bid. The first packet is called "Technical Bid" and the second packet is called "Financial Bid". All documentary proof is to be submitted in Technical Bid to judge the technical suitability of the bidder/s. The Financial Bid consists of Schedule of rates (price bid). Rate should be quoted in Financial Bid only. (para no 2.6 of GCC for Services-2018)

1.6 A checklist of documents to be submitted at the time of bid submission is given as top sheet for easy guidance and compliance from prospective Bidders.

2.0 ELIGIBILITY OF BIDDERS AND BID EVALUATION:

2.1 Qualification Criteria

2.1.1 Eligible Applicant

2.2.1.1 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.

2.2.1.2

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 JVI 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 be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid. to

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: This Clause shall be applicable in the Bids, where participation of JV has been allowed as per bid document.

2.3.2 Separate identity/name shall be given to the Joint Venture Firm.

2.3.3 Number of members in a JV Firm shall not be more than three, if the service involves only one department (say Mechanical or commercial or Medical) and shall not be more than five, if the work involves more than one department.

2.3.4 A member of JV Firm shall not be permitted to participate either individual capacity or as a member of another JV Firm in the same Bid.

2.3.5 The Bid form shall be submitted only in the name of the JV Firm and not in the name of any constituent member.

2.3.6 Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

2.3.7 A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

2.3.8 On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per clause 4.11. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

2.3.9 On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter- alia, following Clauses:

(a) Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the service is completed. (c) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.

2.3.10 Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Bid/contract. All notices/correspondences with respect to the contract would be sent only to this authorised member of the JV Firm.

2.3.11 No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said bid/contract.

2.3.12 Documents to be enclosed by the JV Firm along with the Bid:

2.3.12.1 In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:

(a) Notary certified copy of the Partnership Deed,

(b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

(c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

2.3.13 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

(a) Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

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

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

(b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

2.3.15 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in Bids/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members. b) as per para 2.4 of GCC for service- 2018)

2.4 Disqualification of Bidders

2.4.1 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

(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 Railway 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 Railway or Officer had not retired from Government service at least one year prior to the date of submission of the Bid as to whether permission for taking such contract, or

if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.

Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be rejected. **Annexure-D** shall be considered for this purpose and indicated at Page No. 48. of General Conditions of Contract- 2018.

2.4.2 As per para no. 2.5.2 of General Conditions of Contract- 2018 for Service- 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-2018 for service.

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

2.4.4 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 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). Annexure-E shall be considered for this purpose and indicated at page No. 39.

The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extent rules. (as per para no. 2.5 of GCC for Services-2018)

2.5 The offer of Bidder(s) who do not attach self-attested and scanned Experience Certificate and Turnover Certificate with requisite details and supporting documents as detailed under Paras 2.7.1 to 2.7.4 below along with their Bid to establish their credentials shall be summarily rejected, even though they are working contractors or contractors on approves list.

2.6 (i) The offer shall be evaluated only from the certificates / documents (as referred above) submitted along with the bid offer.

(ii) Any Certificate / Documents offered after the bid opening shall not be given any credit and shall not be considered.

(iii) Bidder(s) shall note that conditional / alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest bidder.

(iv) The Railway reserve~ the right to verify all statements, information and documents submitted by the bidder in his bid offer, and the bidder shall, when so required by the Railway, make available also such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Railway shall not reserve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

(Ref: Railway Board letter No.2017 /Trans/0 I/Policy dt.08-02-2018).

2.7 Bid Evaluation System

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

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

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

A. Single Packet System: This method of evaluation shall be used for all service contracts having bid value upto and including Rs 50 Lakh.

B. Two Bid System / 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.

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. (as per para no. 2.6 of GCC for Services-2018)

2.7.1 Minimum Eligibility Criteria:

2.7.2(i) 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.

(ii)** Similar service contract/Similar nature of work means:

Outsourcing of semi- skilled /skilled manpower
services in Track Machines/workshop/
production
units in
Railway/Railways PSUs"
AND/OR

"Outsourcing of Semi-skilled/skilled
manpower services in any Government
Organization /PSUs"

(iii) 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.(as per para no. 2.6.1.1 of GCC Services-2018

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

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

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

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids. In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV. (as per para no. 2.6.1.2 of GCC for Services- 2018)

2.7.4 Other criteria (Technical Criteria): The bidder shall satisfy the eligibility criteria as shown in **Annexure- I** by submitting documents in support of their claims along with the bid document itself to fulfil the minimum eligibility criteria. (as per para no. 2.6.1.3 of GCC for services- 2018)

2.7.5 Evaluation of Technical Bid

2.7.5 .1 Bidder's Credentials:

2.7.5 .2 The bidder shall submit along with the Bid document, documents in support of their claim to fulfil 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 score of technical bid should be more than or equal to minimum qualifying marks as mentioned in bid document. The system of assigning score shall be as per the bid document. (As per Annexure-I at Sl.No. 25 & 26.)

2.7.5.3 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/digitally signed as above.

2.7.5.4 The bidders shall submit an affidavit on a stamp paper (as per Annexure-C,) to the effect that all the documents submitted by her along with her bid are true. This shall be mandatory in all bids. **The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.**

After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L1) for their authenticity. In case the credentials of L1 are not found to be in order, 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 any, 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. (as per para no. 2.6.2 of the GCC for Services)

2.7.6 Evaluation of Financial Bid:

(i) The financial proposal shall be evaluated to determine the lowest bidder. In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause 2.6.1.3) 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. . (as per para no. 2.6.3 of the GCC for Services)

2.7.7 Care In submission or Bids: (i) Before submitting a bid, the bidder will be deemed to have satisfied himself/herself/themselves by actual inspection or the site and locality of the services, 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 bid forms are adequate and all inclusive to accord with the provisions in Clause-3.4 of the General Conditions of Contract for Service for the completion or works to the entire satisfaction of the Engineer.

lii) Bidders will examine the various provisions of the Central Goods and services. Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax. Act, 2017(UTGST)/ respective state's State Goods and services Tax Act (SGST) also, as notified by Central/State Govt. as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. .

(iv) The successful bidder who is liable to , be registered under CGST /IOST / UTGST /SGST Act shall submit GSTIN along \\ath other details required under CGST/JGST/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 OST to the concerned authority.

(v) In case the successful bidder is not liable to be registered under COST /IGST /UTGST /SGST Act, the railway• shall deduct the applicable OST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. (as per para no. 6 of GCC- works 2022)

2.8 The Bidder should ensure the following aspects, while quoting his offer in

(I) Technical Bid: The Technical Bid shall consist of

- i) Signed bid schedule except finance bid
- ii) Form
- iii) EMD
- iv) Proof of Eligibility criteria such as
 - (a) Technical
 - (b) Financial
 - (c) Other listed criterions

(II) Financial bid:

(a) If any item is excluded by bidder in submitting his bid, such bids will be rejected

(b)The rates shall be inclusive of all the following as per scope of work.

- i. All labour related wages including suspensors

ii. Training to contact labour and supervisor

iii. Any other cost direct or hidden not mentioned in financial bid.

(c) The rate shall consist schedule of Rates as per prescribed format given in respective charges only. Rate should be quoted on line through Indian Railway website in Financial Bid.

2.9 The contractor should ensure payment of minimum wages to the labour throughout the contract period as per minimum wages determined by Ministry of labour and employment, Govt. of India, New Delhi from time to time. The contractor is liable for penal action as per labour rules & regulation for failure to maintain minimum wages to labour at any time during contract period.

2.10 The contractor has to fulfil all statutory obligations regarding taxes, GST, payment of minimum wages, Labour Laws, Workmen Compensation Act, EPF& MP Act, ESI Act etc. as determined by Government of India from time to time which are mandatory.

3.0 Supervisor for the Work: The work shall be carried out in a shift or 12 hours in day or night or in split shifts under the guidance of Machine in-charge of Railway.

4.0 Machine in-charge of Railway shall ensure marking attendance of outsourcing staff in their shift duly making counter signature in the register. **The in-charge supervisor check daily attendance/ muster register of outsourcing staff with his signature.**

4.1 BID DOCUMENTATION:

4.2 Earnest Money: Earnest Money/Bid security of should be paid by bidder through online as per guideline.(in NIT).

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 condition of Bid. The earnest money shall be as under:

Value of the Work	Earnest Money Deposit (EMD)
a) For works / services estimated to cost up to Rs. 1 crore	2 % of the estimated cost of the work
b) For works / services estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus ½ % (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore

Note:

- The earnest money shall be rounded to the nearest Rs.10/-. This earnest money shall be applicable for all modes of Bidding.
- MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Sma.11 Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMO detailed in the bid. (as per para no. 3.3 of GCC for Services -2018)

4.3 PERFORMANCE GUARANTEE(:-(Ref: as per para 4.11 of GCC of Service)

As per Railway Board letterNo.2017/En HM/25/11dt.24.05.2024, Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee(PG) valuing 5% of the contract value in four separate parts of 25% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30(thirty) days and 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 days 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.

The value of PG to be submitted by the, contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 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.

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

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 maximum applicable penalty for this work is 10% of contract value.

The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value –

- i) A deposit of cash;
- ii) Irrevocable Bank Guarantee;
- iii) Government Securities including State Loan Bonds at 5% below the market value;
- iv) 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;
- v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- vi) A Deposit in the Post Office Saving Bank;
- vii) A Deposit in the National Savings Certificates;
- viii) Twelve years National Defence Certificates;
- ix) Ten years Defence Deposits;
- x) National Defence Bonds and
- xi) 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.

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

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.

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

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(Services), the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

4.4 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 Railway. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

4.5 If her Bid is accepted, this earnest money mentioned in sub clause 4.1 above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.1 1 of General Conditions of Contract- 2018 for Service. 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.

4.6 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. (as per para no. 3.3 of GCC for Services 2018)

5.0 General Obligations:

5.1 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, lock out or acts of God (hereinafter referred to as 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 any reason of such event be entitled to terminate this contract nor shall either Party have any claim for damages against the other 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 Railways work services has 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. (as per para no. 4.12 of GCC for Services -2018)

5.2 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 Railways or as directed by the railway and shall proceed with the same with due expedition and without delay. (as per para no. 4.15 of GCC for Services - 2018)

5.3 Damage to Railway Property or Private Life and Property: The contractor shall be responsible for all risk involved in the services rendered and the 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, person or property of other from whatsoever cause in connection with the end this all the 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, all to pay any compensation, including that payable under the provisions of the **Workmen's Compensation Act** any statutory amendment 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 cost or charges including cost and charges in connection with legal proceedings, which the Railway may in reference thereto, shall be charged to the contractor. The railway shall have the power and right to pay all to defend or compromise any claim of threatened legal proceeding or in anticipation of legal proceedings being consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable towards the effect of such proceeding charging to Contractor, as aforesaid, any some or sums of money which may be paid and any expenses whether in statement or otherwise which may be in curd and the property of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor. (as per para no. 4.24 of CCC for Services -2018)

5.4 Rates for Items of Services: The rates entered in the accepted Schedule of Rates of the Contract are intended to provide the services fully 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 and plants etc. (as per para no. 4.42 of GCC FOR SERVICES -2018)

5.5 Environmental Requirements: The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Indian Railways Environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, (as per para 4.45 of GCC for Services- 2018)

6.0 VARIATIONS, MEASUREMENT AND PAYMENTS:

6.1 Extension of Time: Subject to any requirement in the contract as to completion of any portions or portions of the work before completion of the whole, the contractor shall fully complete the whole of the works comprised in the contract (while such modification 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

6.1.1 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.

6.1.2 Extension for Delay Not due to Railways or Contractor: If in the opinion of the Manager, the progress of services has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Clause 4.20 of 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 neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Manager pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which she shall have specially applied in writing to the Manager or her authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Manager within 15 days of such happening, but

shall nevertheless make constantly her best endeavours to bring down or make good the services and shall do all that may be reasonably required of her to the satisfaction of the Manager to proceed with the services.

The contractor may also indicate the period for which the services 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.

6.1.3 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. (as per para no. 5.1 of GCC of service-2018)

6.2 Extension of Time for Delay Due to Contractor: 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.

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

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

Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions, whether or not actual damage is caused by such default. (as per para no. 5.2 of GCC for Service-2018)

6.3 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;

(i) 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;

(ii) 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;

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

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

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

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

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

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

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

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

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

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

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

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). (as per para no. 5.3.4 of GCC for Services-2018)

6.4 Price Variation Clause (PVC)

(as per para no. 5.7 of GCC for Services-2018)

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

6.4.1 Applicability: Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months.* Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation. (*refer to rule 22, General Financial Rules, 2017)

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

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

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

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

6.4.6 The price escalation shall be calculated based on the following clauses i.e. 5.7.6 (a) and 5.7.6 (b) and the higher of the two shall be paid.

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

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

* It shall not be considered for any price variation.

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

$$(i) \quad L = \frac{W \times (Lq - LB)}{LB} \times Lc/100$$

$$(ii) \quad M = \frac{W \times (Mq - MB)}{MB} \times Mc/100$$

$$(iii) \quad F = \frac{W \times (Fq - FB)}{FB} \times Fc/100$$

Where:

L Amount of price variation in Labour M Amount of price variation in Materials

F Amount of price variation in Fuel Lc % of Labour Component

Mc % of Material Component Fc % of Fuel Component

W Gross value of work done (services performed) by contractor as per onaccount bill(s), excluding cost of materials supplied by Railway at fixed price. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)

LB Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period

Lo Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

MB Index Number of Wholesale Prices - By Groups and Sub-Groups: commodities - as published in the R.B.I. Bulletin for the base period All

Mo Index Number of Wholesale Prices - By Groups and Sub-Groups: All commodities - as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

FB Index Number of Wholesale Prices - By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the base period

FQ Index Number of Wholesale Prices - By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

b) In contracts where the number of workforce is specified, any revision in the minimum wages etc. notified through government order/circulars etc. after the date of submission of bids shall be compensated by the Railway administration, on an actual basis.

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

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

6.5 Price Variation during Extended Period of Contract

(as per para 5.8 of GCC for service 2018)

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted

under Clause 5.1 of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 5.2, price adjustment shall be done as follows:

6.5.1 In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 5.1, the price adjustment for the period of extension granted under Clause 5.2 shall be limited to the amount payable as per the Indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 5.1 of the General Conditions of Contract; as the case may be.

6.5.2 In case the indices fall below the indices or minimum wages applicable to the last month of original/ extended period of completion under Clause 5.1, as the case may be; then the lower indices or minimum wages, as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 5.2 of the Standard General Conditions of Contract.

6.6 Labour laws and related obligations:

A contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of chapter 6 of General Conditions of Contract for Services 2018. Some para's of chapter-6 related to LABOUR LAWS AND RELATED OBLIGATIONS are appended in subsequent para but the contractor should go through all the para's of chapter-6.

6.6.1 Legal Obligations

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

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

(as per para no. 6.2 of GCC for Services-2018)

6.6.2 The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. (as per para no. 6.4.1 of GCC for Services -2018)

6.6.3 Minimum Wages Act, 1948/ Rules 1950

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

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

(as per para no. 6.5 of GCC for Services -2018)

6.6.4 Provisions of Payments of Wages Act

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all employees directly or through petty contractors or sub-contractors employed by her in the services/works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Manager whether in connection with the works to be executed hereunder or otherwise for the purpose of the Manager, such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Manager shall be deemed to be moneys payable by the Manager on behalf of the Contractor and the Manager may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Manager upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor. (as per para no. 6.6 of GCC for Services -2018)

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

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Paras 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. (as per para no. 6.7 of GCC for Services -2018)

6.7 Provisions of Workmen's Compensation Act

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

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

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

6.7.4 In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the **Workmen's Compensation Act 1923**, Railway is obliged to pay compensation to a worker directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by Railway to the Contractor. (as per para no. 6.8 of GCC for Services -2018)

6.8 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. (as per para no. 5.4.2 of GCC for Services -2018)

6.9 Certificate of Completion of Works contemplated in Service: As soon as in the opinion of the Manager, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work, if applicable, shall commence from the date of completion mentioned in such certificate.

The Manager may also issue such certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Manager and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance, if any shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.(as per para no. 5.9.1 of GCC for Services - 2018)

6.10 Final Payment: On the Railway's certificate of completion in respect of the services, adjustment shall be made and the balance of account based on the Railway or the Railway's representative's certified measurements of the total quantity of service executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 4.42.1 of these Conditions shall be paid to the Contractor, subject always to any deduction which may be made under these presents, and further subject to the Contractor having delivered to the Manager either a full account in detail of all claims she may have on the Railway in respect of the works or having delivered "No Claim Certificate" and the Manager having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by her since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the services have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the services, have been satisfied agreeably and in conformity with the contract.

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

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

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

6.10.4 The obligations imposed by Sub Clause 5.13.2 & 5.13.2 is without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor.

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

prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners inter se.(as per para no. 5.13 of GCC for Services -2018)

7.0 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.(as per para no. 7.1 of GCC FOR SERVICES -2018)

8.0 SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES: In the event or any dispute or differences arising under these conditions or any special conditions or the contracts or instruction to the contractor (except as to any matters, the decision of which is specifically provided for by these conditions or special conditions), the same shall be referred by the contractor to the Railway. These disputes or differences shall be settled through "SETTLEMENT OF DISPUTES -INDIAN RAILWAY ARBITRATION RULES" as per Para no. 8.1, 8.2, 8.3 & 8.4 of General Conditions of Contract for Services 2018.

SECTION · 4

SPECIAL TERMS AND CONDITIONS FOR OUTSOURCING OF OPERATION & MAINTENANCE OF TRACK MACHINES

SPECIAL TERMS AND CONDITIONS

1. Minimum one supervisor /Machine In-charge will be deputed by Railway on each machine, who will be responsible for safe driving & movement of machine during blocks & base shifting, coordinating with Railway persons of other Departments and Engineering/Operating Control for arranging traffic blocks, base shifting of machine, TXR examination, fuel, track data, siding amenities including provision of electricity & water supply etc. for smooth operation & maintenance of track machines.

2. (a) It will be the responsibility of the Machine In-charge to ensure and certify the day-to-day maintenance of machine so that proper daily preventive maintenance is ensured.

During daily scheduled maintenance, the staff deployed by the contractor shall perform Stipulated preventive checks and schedule maintenance of all assemblies of machine (like engines, generators, Hydraulic system, Pneumatic system and electrical control system etc.) or sub-assemblies (various water & HSD oil pumps, sensors etc.) as specified by OEM, ROSO guidelines & IRTMM and carry out necessary repairs if any.

(b) Consumables i.e. lube oil Hydraulic oil, Gear Oil, Grease etc. and spares will be provided by Railway as per Maintenance Schedules of Machines. Contractor will inform to Railway and provide a list of consumables/ spares required for aforesaid Maintenance Schedule of machines at least one month in advance. Maintenance will be carried out in such a way that readiness will be given within one hour after the start of the working shift.

(c) Contractor has to provide uniform, safety shoes (two pair in a year) & on safety helmet in a year to all contract labors deployed including supervisors from the first day of the start of the contract. Safety shoes and safety helmets to be provided as applicable IS code, safety shoes conforming to IS 15298(part-ii) & safety helmet conforming to IS 2925. Any deviation will lead to deduction of amount from their bill. Penalty will be charged @Rs. 1500/- per pair for safety shoes, @ Rs.1500/- for uniform and Rs500/- for helmet.

3. Machine In-charge will certify the available manpower provided by Contractor on machine. Contractor has to provide arrangement for proper attendance system for their labor deputed on machines. No extra payment shall be made for this.

4. The contractor has to execute the works for Operation and Maintenance of Track Machines in North East Frontier Railway as per the instructions of Dy.CE/TMC, N.F.Railway or his authorized representative.

5. Contractor has to operate and maintain the Track Machine in a shift of 12 hours in day or night or in split shifts. While deploying the manpower, contractor shall follow rules as per Railway's HOER (Hours of employment Regulation).

6. The minimum educational qualifications are as under:

i.	Assistant Track Machine Operator/ Supervisor	Diploma/Degree in Mechanical or Electrical or Electronics or Instrumentation or Production Engineering or Automobiles or its connected subjects in Govt. Approved colleges/recognized universities. (Passing with minimum 50% marks) (The educational qualification is relaxed in case the Contractor engages a retired Railway Employee who has worked as JE/SSE on track machines, subject to maximum age limit of 65 years)
ii.	Track Machine Maintainer/Technician /Skilled Fitter	ITI in Mechanical/Electrical/Welding/Instrumentation and Other related fields of mechanical and electronics or any other similar subject in Govt. approved college. (Passing with minimum 50% marks) (The educational qualification is relaxed in case the Contractor engages a retired Railway Employee who has worked as Sr. Technician or Technician Gr.1, or Technician Gr.II or Technician Grill on track machines, subject to maximum age limit of 65 years)
iii.	Track Machine Assistant/Khalasi/Helpers	10 class Pass.

Manpower required for operation and maintenance of machines for all week days. Contractor shall arrange for LR and RG for his staff as per labour laws.

Note: The contractor has to submit educational qualification certificates and other proofs the staff being engaged at the time of starting of the work and any changes in his employee staff shall be done only after obtaining written approval of Dy. CE/TMC/MLG, N. F. Railway

7. The contractor has to provide a team of skilled / unskilled staff required for operation and maintenance of Track Machines. The minimum staff to be provided are as follows:

1.	For one USP	01 No. Assistant Machine Operator, 02 Nos. Track Machine Maintainers (Technician) & 02 Nos. Track Machine Assistants (Helper/Khalasi)
2.	For one PQRS(02 portal)	01 No. Assistant Machine Operator, 02 Nos. Track Machine Maintainers (Technician) & 02 Nos. Track Machine Assistants (Helper/Khalasi)
3.	For one DTS	01 Assistant Machine Operator/Supervisor, 02 Track Machine Maintainer/Technicians (Skilled fitter) and 02 Track Machine Assistant/Khalasi (Helper).
4.	For one Tamping Express/DTE	01 Assistant Machine Operators/Supervisor, 03 Track Machine Maintainer/Technicians (Skilled fitter) and 04 Track Machine Assistant/Khalasi (Helper)
5..	For one Duomatic/Continuous Tamping Machine (CSM)/UNIMAT	01 No. Assistant Machine Operator, 03 Nos. Track Machine Maintainers (Technician) & 03 Nos. Track Machine Assistants (Helper/Khalasi)).

8. The contractor has to make necessary arrangements for boarding and lodging for their staffs and no extra Payment is permissible on this account. Permission will be given for erection of temporary tents within Railway land and on vacating the place, the place has to be handed over in clean condition. One percent (01%) recovery shall be made from the amount payable to a particular machine, if railway accommodation in camping coach is provided to that particular machine team. If contractor staff will use the camping coach then they have to keep the camping coach clean & tidy and also ensure that facilities available in coaches are not damaged. One cabin in each camping coach shall be reserved for Railway staff. If any damage to equipment in the Camping Coach occurs due to negligence of Contractor's staff, then, the Contractor has to rectify the damages at his own expense. Contractor has to arrange their own cook and raw materials for preparation of food for their staff at his own cost.

9. All the contractual staff shall have sound health and should not be suffering from contagious diseases etc. Assistant Machine Operators/Supervisor, Track machine Maintainer/Technicians (Skilled fitter) and Track Machine Assistant/Khalasi (Helper) should pass in A-3 medical category. Regarding this, contractor shall submit the physical fitness and Medical Certificates issued by Railway doctor as directed by Dy.CE/TMC, N. F. Railway or AEN/XEN of TMC of concerned division of North East Frontier Railway before deployment of staff and all the cost for medical examination shall be payable by the contractor. In case of any medical examination of Contractor's staff is necessitated during the course of the Contract, the same shall be complied and any such cost for medical examination shall be payable by the contractor only. Contractor should arrange revalidation of Medical Examination prior to expiry.

10. Before commencement / starting of work, contractor will submit the details of staff & police verification certificate with local address of staff.

11. The machine will mostly work on tracks and it is quite likely that trains will be running on adjacent tracks also. The contractor must ensure the safety of the labors engaged by him/her during the course of the execution of work. Necessary safety equipments (PPE's) shall be provided by the contractor for all the

staffs deputed by him and no extra amount is payable toward this by Railway. In case of any accident causing injuries/disability or death etc. of contractor's employees, the contract should pay compensation etc. for the same and Railways shall have no liability on this account. Contractor has to arrange insurance, etc. for their employees if required for the same as Railways will not pay any compensation for this. Contractor shall submit an indemnity bond in this regard.

12. The contractor shall ensure provision of minimum labor as stipulated for every machine.

13. Sometimes the machines after going into the block section may not be able to return to the Base Station within the scheduled duty hours. Under Such circumstances, the contractor's staff will have to work for extra hours as per requirement at site, for which nothing extra will be paid. Even in case of extra duty hours on previous day, the staff will have to be ready for the next day's work at the nominated time as advised by the machine in charge. The decision of Dy.CE/TMC, N. F. Railway shall be final and binding to the contractor in this regard

14. It is mandatory for the contractor to upload/update Labor data on Railway's ShramikKalyan Portal as has been elaborated below:

A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of chapter 6 of General Conditions of Contract for Services 2018. In order to ensure the same, an application has been developed and hosted on website <https://shramikkalyan.indianrailways.gov.in>. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:

(a) Contractor shall apply one-time registration of his company/firm etc. in the ShramikKalyan Portal with requisite details subsequent to issue of Letter of Acceptance. Railway Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/ Contract Agreements on ShramikKalyan Portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

(d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment detail on ShramikKalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading portal on of all salient details of engaged contractual labour& payments made thereof after each wage period.

B. While processing payment of any On Account bill' or 'Final bill or release of 'Advances or Performance Guarantee/Security deposit, contractor shall submit a certificate to the Engineer or Engineer's representatives that I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's ShramikKalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month Year." (Railway Board's letter No.2018/CE-1/CT/4 dated 17.10.2018).

15. Staff roster will be decided according to the margin/ availability of block in section following Railway's HOER.

16. In case of emergency, Contractor will be bound to work beyond roster hours.

17. If contractor fails to provide the stipulated number of staff on machine, railway staff if available may be provided to fulfill deficiency and operate & maintain the machine. However, the cost of railway staff as per railway guideline will be recovered from the contractor bills, in addition to the deduction of the penalties as per Clause no 28 of Special Conditions of the contract.

18. Contractor will provide the proof of the latest copy of minimum wages.

19. Railway reserves the right to close the contract duly giving 30 days notice to the contractor.

20. Bills of work done shall be entered by the respective SSE/TMC of the division based on the report and attendance particulars submitted by the machine in-charge and 100% test check to be done by AEN/XEN OF TMC of the concerned division and the bill will be passed by Dy. CE/TMC/MLG

21. In case, it is decided to stop any machines/ equipment due to any reason Railway will intimate the same to the contractor one week in advance and the minimum lay off period will be 15 days. No payment shall be made for this lay off period.

22. The contractor's staff and labour shall not have any claims of appointment in Railway's in future.

23. In the event of any reduction in the quantities to be executed for any reason what so ever, the contractor shall not be entitled for any compensation but shall be paid only for actual quantity of work done.

24. The contractor's staff shall accompany the machines during transit from one station to another station. Transportation of material for machine within station area or to the local market will be done by the contractor staff. Transportation of Spares from TMC Store at Zonal Maintenance Depot/satellite Depots to machine will be provided by Railway.

25. Rates will be inclusive of all taxes, GST, license fees, and staff PF. ESI etc. Nothing extra shall be paid.

26. Railway administration may not operate the full quantity of each item depending upon the requirement time to time. In case it is not necessary, some of the items may not be operated at all. The decision of Dy.CE/TMC/MLG is final and binding on the contractor and the contractor cannot make any claim for the same. The amount of the left over quantities of those items may be utilized in operation of more quantities of other necessary items with the approval of Dy. CE/TMC/MLG. Accordingly, the contractor will have to deploy the man power as directed by the Railway administration as per the necessity from time to time.

27. **Mode of Payment:** Payment shall be made on Monthly Basis as per actual work done.

28. Penalties:

28.1 If there is shortage of staff provided on any machine on any day, a penalty as mentioned below per day on Assistant Machine Operator/Supervisor, Technician/ Track Machine Maintainer/ Skilled Fitter and Track Machine Assistant/Khalasi/Helper, shall be deducted for this purpose. A daily attendance register will be maintained by the Machine In charge. The decision of Dy.CE/TMC, N.F.Railway is final in this regard.

Staff	Penalty (per day)
Assistant Machine Operator/Supervisor	Rs 5000
Technician/ Track Machine Maintainer Skilled Fitter	Rs 4000
Track Machine Assistant/Khalasi/Helper	Rs 3000

28.2 In case any damage to the machine/sub-assemblies/materials is caused due to mishandling/mis-operation of the machine or any interruption to railway traffic takes place on account of fault of contractor's staff, the actual cost of damage or the cost of the interruption to the railway traffic will be recovered from the contractor's running bills. In case of dispute regarding the estimation of damages, contractor can appeal to CE/TMC/NFR and the decision of CE/TMC/NFR shall be final and binding to the contractor in this regard.

28.3 If machine remain idle due to contractor's fault ie. insufficient contractual staff/maintenance issue which has to be done by contractor, penalty shall be imposed as mentioned below:

Idling of complete BCM group or PQRS Group(1 DTS/DGS/USP/PQRS)	No payment shall be made for that day and penalty of Rs. 1.0 lakh per day shall be imposed.
Idling of any one individual machine from the BCM group OR any one of DUO/CSM/UNIMAT/Tamping Express/DTE working independently	No payment shall be made for that day and penalty of Rs.35,000/- per day per machine shall be imposed.

28.4 After successful completion of training, if any outsourced staff leaves the machine before one year from the date of deployment on the machine, then following additional penalty will be imposed:

Staff	Penalty
Assistant Machine Operator/Supervisor	Rs. 100,000/-

Technician/ Track Machine Maintainer Skilled Fitter	Rs. 75,000/-
Track Machine Assistant/Khalasi/Helper	Rs. 50,000/-

29. Brief description of duties of Contractor's Assistant Machine Operator/Supervisor:

- a. He has to work under Supervision of Railway's Engineer ie. SSE/JE deputed as Machine In-charge on machine.
- b. He shall be responsible for Operation, Maintenance & repairs of all type of track machines offered to him.
- c. Carrying out the prescribed schedule of maintenance and keeping proper records of the same.
- d. Safe custody, accountal and replacement of the spares, Tools & Plants and consumables issued for the machine and returning of released spares to Zonal Maintenance Depot/PNO or Satellite Depots for reclamation/condemnation.
- e. Keeping systems of the machine in working condition and ensuring the target output, duly maintaining Quality.
- f. Maintaining log books and other records, sending daily and other periodical reports/statements using appropriate fastest mode of communication.
- g. Coordination with the Machine in-charge for efficient working of his machine and planning daily program of machine work e.g. working in design mode for slewing and lifting of track etc.
- h. Active association during visit of firm's Service Engineer, furnishing of such information as may be needed for proper examination of the machine and taking necessarily follow up action.
- i. Furnishing necessary reports to and keeping Machine in-charge informed as the case may be, about all the relevant aspects of the machines as also other records and details as asked by him and carry out necessary actions as directed for proper operation and maintenance of his machine.
- j. In the event of breakdown of the machine, he will be responsible for setting right the defect in shortest possible time with the help of Tools & Plants and other staff. In case the machine cannot be repaired in the block, he shall be responsible for winding up using all resources including back-up -up systems and clear the block section as early as possible. He shall be assisted by Machine in-charge and demand the engine/breakdown train through SSE/JE/P.Way, if required without undue delay.
- k) Any other work assigned to him by the machine in-charge i.e. SSE/JE/TMC as required for operation & maintenance of machine.

30. Duties of Contractor's Technician/ Track Machine Maintainer/ Skilled Fitter: Technicians attached with the machines will be under supervision of SSE/JE of the Railway deputed as machine in-charge of a particular machine. He shall assist the operator in operation and maintenance of track machines. Their main duties are:

- a) To attend the daily and weekly maintenance schedules of machine and record the compliance in log book. To attend and assist the Service Engineers during service checks.
- b) To attend the repairs, schedule maintenance and also repairs the machines during breakdown in block with due urgency.
- c) To keep in his custody the various tools, plants and equipment necessary to attend repairs and ensure their working condition.
- d) To guide and supervise the machine assistants and other staff in attending the maintenance/repairs.
- e) To remain vigilant during movement and working of machine and to inform the concerned SSE/JE/TMC for any abnormalities noticed.
- f) To attend daily and weekly maintenance schedule of track machines.
- g) Looking for damage and defects including breakage, distortion, cracks, corrosion & wear and check thoroughly, security as per RDSO manuals.
- h) Replacing new or overhauled or reconditioned parts in place of old parts and missing parts as per RDSO manual.
- i) At least one technician to have the necessary competence to perform gas cutting and welding tasks in the event of a machine breakdown, in addition to fulfilling their regular duties.
- j) To ensure safety of the machine and staff during working.

k) Any other work assigned to him by the machine in-charge i.e. SSE/JE/TMC as required for operation & maintenance of machine.

31. Duties of Contractor's Track Machine Assistant/Khalasi/Helper:

Helpers/Khalasi attached with the machine(s) will be under Supervision of Railway's Engineer ie. SSE/JE deputed as Machine In-charge on machine. He shall assist Operator and Technicians in performing their functions and their main duties would be as below:

- (a) To keep the track machine in neat and clean condition.
- (b) To replace spares like tamping tools as directed by Machine In-charge / Operator.
- (c) To recoup HSD oil as required.
- (d) To assist Operator Technicians for carrying out daily and other specified schedule maintenance of track machine as per instruction of machine in-charge.
- (e) Transportation of material, spares and consumables.
- (f) To bring all necessary tools and plants from coach to machine or otherwise specified by Technician / Operator or machine in charge.
- (g) To be vigilant during machine working and promptly inform machine-in-charge & Operator regarding any obstruction in track viz. SEJ, Level Crossing, Bridge, joggled fish plates etc. boulders, rail pegs etc. so as to enable SSE/JE or operator to take necessary preventive action.
- (h) To warn for any abnormal sound, bursting of hose, breakage of any assembly etc. to machine-in-charge.
- (i) To assist machine-in-charge in attending the failure in shortest possible time.
- (j) Extend help during service check by service engineer.
- (k) Ensure safety of self and colleagues during block.
- (l) Perform duty of watchman for machine and coach, if required.
- (m) Accompany the machines during shifting as directed.
- (n) Some of the important Machine specific duties are as under:
 - 1) For BCM: Cutter bar setting/disconnecting carrying chain-link for connection and disconnection of chain cutting the obstructing rail/pegs, removing obstructed boulders, changing of wear plate, cutter chain and other items of the machine etc. complete as directed by machine in-charge.
 - 2) For DUO/DTE/CSM/UNIMAT/T. Express: Fixing and removing of tamping tools and carrying dropped tools back to the machine, changing of machine part etc. Complete as directed by machine in charge.
 - 3) For DTS/DUO: Changing of machine parts etc. complete as directed by machine in-charge.
- o) Any other work assigned to him by the machine in-charge i.e. SSE/JE/TMC or Technician as required for operation & maintenance of machine.

32. All maintenance schedules such as Daily, 50 hrs, 100 hrs, 200 hrs, 500 hrs, 1000 hrs& 2000 hrs (IOH) will be done by Contractor as prescribed in IRTMM-2019 (updated upto latest correction slip if any) at site or at nearest Zonal Maintenance Depot/PNO or Satellite Depots. During IOH, Contractor staff should work as instructed by Zonal Maintenance Depot/PNO or Satellite Depots in-charge to complete the IOH as per schedule. Necessary testing facilities shall be provided by Railway in Zonal Maintenance Depot/PNO or Satellite Depots. During the maintenance of machine in Zonal Maintenance Depot/PNO or Satellite Depots, Transportation, Lodging and Boarding of contractor's staff shall be provided by Contractor.

All Consumables & Spares will be provided by Railway as per Maintenance Schedules of Machines. Contractor will inform to Railway and provide a list of consumables/spares required for aforesaid Maintenance Schedule of machines in written at least one month in advance.

43. Necessary help and infrastructural facility such as Tools, Plants, Hoists, Gas cutting equipment, welding equipment, etc. shall be provided by Railway at free of cost at Zonal Maintenance Depot/PNO or Satellite Depots for carrying out 1000 hrs& 2000 hrs schedule maintenance and breakdown maintenance wherein machine requires shed for maintenance.

44. Electricity and water used for maintenance of machine at Zonal Maintenance Depot/PNO or Satellite Depots will be supplied by Railway at free of charge.

45. No Railway pass shall be issued to Contractor's manpower for any movement in train.

47. Repairs of Engine and Electronics items shall be the responsibility of Railway but small repair/maintenance will be done by contractor. Repair of transducer, calibration of machine and

troubleshooting shall be carried out by Contractor's staff. Contractor's staff/supervisor should inform machine in-charge in advance regarding requirement of Service Engineer to Railway. However, machine in charge of Railway shall decide to call OEMs Service Engineer through existing AMCs as per requirement. Material, if any required for repair shall be made available by the Railway.

48. All Spares and Consumables shall be provided by Railway at site/nearest station to stabling site of machine.

49. Contractor is fully responsible for good health and qualitative & quantitative output of the machines.

50. Contractor is fully responsible for good health and qualitative & quantitative output of the machines,

51. Decision of CE/TMC/NFR will be final and binding to the contractor in case of any dispute between Railway and Contractor.

52. The contractor shall submit proof of the following in connection with the court, labour laws and inter alia (Authority Railway Board's letter no.1 2015/PNM/AIRF/) dated 20.10.2015.

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

(ii) Identity card should be issued to all contract workers.

(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.

53. Basic requirement of the contractor's personnel Operator/Technicians/Helper:

(i) The personnel to be deployed as skilled fitter should have passed minimum educational qualification as given at Para-6 of the Special Conditions. Necessary attested certificate by any gazette officer shall be submitted by the contractor to the Railways. However, the personnel who are found to be qualified and competent in the scrutiny by the authorized representative of Dy.CE/TMC, N. F. Railway shall be allowed to work.

(ii) Age should be more than 18 years and less than 58 years as on date of commencement of work. The age limit is relaxed in case the Contractor engages retired Railway Employee who has worked in any capacity as SSE or JE or Sr. Technician or Technician Gr. 1, Gr. II or Gr. III on Track machines, subject to maximum age limit of 65 years.

(iii) **(a) Training to Contractor's staff regarding Operation, Maintenance and Safety of Railway's Track Machine:** The Contractor has to deploy only trained Assistant Machine Operator/Supervisor, Technician/Track Machine Maintainer/ Skilled Fitter and Track Assistant Machine Machine Assistant/Khalasi/Helper on track machines. Operator/Supervisor and Technician/Track Machine Maintainer/ Skilled Fitter must possess training certificate from the OEM of Track Machine or from IRTMTC/PRYJ or from Railways. Track Machine Assistant/Khalasi/Helper must possess training certificate from the OEM of Track Machine or from Railways. In addition to this, at least 30 days training should be provided to Assistant Machine Operator/Supervisor and 15 days training should be given to Technician/Track Machine Maintainer/ Skilled Fitter and Track Machine Assistant/Khalasi/Helper. Training schedule and syllabus will be decided by Dy.CE/TMC, N.F.Railway with the assistance of AEN/XEN OF TMC. The contractor's staff should be deputed for 07 days training (both technical & safety) at ZTMD/PNO and for remaining period on the machines as decided by Dy. CE/TMC/MLG. Competency test will be conducted after completion of training and competency certificates will be issued to those staffs who will be found competent. Training charges shall be paid by contractor. The contractor has to make necessary arrangements for boarding and lodging for their staffs and no extra Payment is permissible on this account.

(b) Relaxation in training can be given to staff retired from Railways, if they have retired from Railways within 12 months of their deployment by contractor. However, Dy.CE/TMC, N. F. Railway will check their knowledge about machine operation/working, if he satisfied with their knowledge, they will be allowed to work on machine without training Otherwise they have to undergo with requisite training programme before deployment on machine. In this regards decision of DY.CE/TMC/MLG is final and acceptable to the contractor.

(iv) Spoken/written knowledge of Hindi/English is desired.

(v) Should not have criminal background. Police verification in this regard to be submitted by the contractor before deputed on work.

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

(vii) The contractor's personnel deputed for duty should not consume alcohol/intoxication drugs etc. during work.

(viii) The contractor personnel should not carry any unauthorized/dangerous/explosive in the complex.

54. The contractor shall submit a list of suitable persons to be deployed for the subject work with the following details prior to starting of work as stipulated in the contract

(1) Full name of person

(2) Residential/permanent address with telephone No if any

(3) Photograph

(4) Date of birth

(5) Qualification

(6) Medical fitness certificate

(7) Any identity proofs like- Aadhar Card, voter ID card, Driving License etc.

Note: Any changes in the list shall be done with prior approval of Railway authority i.e. Dy.CE/TMC, N.F.Railway or any person authorized by Dy.CE/TMC, N.F.Railway to do so.

The Railway's Engineer 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 shall be final and binding to the contractor in this regard.

55. ISSUE OF IDENTITY CARDS BY CONTRACTOR:

55.1 The contractor should issue identity card to each and every person employed by him and deployed for execution of the subject contract work as per the prescribed format enclosed as annexure IV to this tender/ contract. Failure on the part of contractor to issue identity cards to their employees will be treated as breach of contract's condition and will be dealt as per relevant clause of GCC.

55.2 This 1-Card shall be endorsed by Training Incharge (SSE/JE TMC) or Machine Incharge (SSE/JE TMC) for authenticity but this I-card shall not be used as an authority to travel in train service. However, this identity card is valid for travel in track machine during working/shifting and staying in camping coach and Railway premises.

55.3 It is mandatory on the part of every person deployed by the contractor to keep the identity card issued by the contractor keep in possession throughout the training and execution of the work. Failure to possess such identity card will be treated as unauthorized presence in the Railway premises.

55.4 In case any staff is withdrawn from the machine working, then, identity card has to be deposited to the concerned Machine Incharge (SSE/JE TMC).

55.5 It is mandatory for the contractor, to submit the list of the person issued with the identity cards and deployed for execution of the contract to the Railway Engineer before commencement of the work and also for any subsequent change made during the execution of the work.

55.6 No claims, whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

56. This contract is for outsourcing of operation and maintenance of Track Machines for a period of two years in North East Frontier Railway. Track Machines work on site including remote locations. The outsourced staff will be deployed on these track machines for operation and maintenance along with Railway staff and will have to stay on site in Camping Coaches attached to track machines.

57. IMPLEMENTATION OF LABOUR LAWS:

The contractor should obtain license under contract labour (Regulation and Abolition Act) for 20 or more workers and under BOCW Act for less than 20 worker payment for the works executed shall be done only on submission of requisite labour license from Asst. labour commissioner of circle.

58. PROVISION OF PAYMENT OF WAGES ACT & CONTRACT LABOUR (REGULATION & ABOLITION ACT)

(1) The contractor shall comply with the provision of payment of Wages Act-1923 and the rule made there under in respect to all employees directly or through petty contractor, sub-contractor employed by him in the works and the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railways from and against any claim under the aforesaid Acts and Rules,

(2) The contractor shall obtain valid license under the aforesaid Act as modified from time to time before the commencement of work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non execution of the work.

(3) The contractor shall pay to labour employed by him directly or through sub-contractor the wages as per provisions of the aforesaid ACT and the Rules wherever applicable. The contractors shall not withstand the provision of the contract to the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

(5) In every case in which by virtue of the provision of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules and Railway will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railways under section 20 Subsection (2) and section 21 Sub-section (4) of aforesaid Act the Railways shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section (1) of section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in such contesting claim. The decision of the Railways regarding the amount actually recoverable from the contractors stated above shall be final and binding on the contractor.

(6) If the contractor is a co-operative labour contract, society/Vendor co-operative Society, there shall be no element of contractor or ex-contractors in that society in any capacity nor there do any close relative of the contractor or ex-contractor associating with the society as an office bearer. The Railway administration reserves the right to terminate the contract of the society at any time without any reason after giving notice of calendar month, in case of breach of the above clause.

(7) The contract labors shall be paid the minimum wages as per the notification issued by the central/State Government under the minimum wages Act 1948 or latest and also shall be secured under social security schemes of the ministry of Labour and Employment as per the relevant provision of the respective acts/rules.

(8) The contractor should pay the wages to workers/ persons engaged for the sub tendered work through banks only.

(9) The contractor should submit a copy of the wage sheet of the workers engaged for the subject work.

(10) Child labour, whose age is below 18 years shall not be engaged in the subject. Contract work

59. SAFETY MEASURES: The contractor shall remain fully responsible for ensuring safety of his manpower and equipment. In case of any accident, shall bear full cost of all damages to the equipments and men and also all damages direct or indirect to Railway and its passengers and for detention of trains

60. GST Act-2017:.

- a) All the bidders/tenderers shall ensure that they are GST compliant and their tax structure/rates are as per GST Law.
- b) In case the successful bidder is not 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 tax authority.
61. **Deduction of income tax:** The Railway will deduct 2% of income tax or as per latest guidelines of income tax on the taxable amount of each bill while making payment to the contractors. The settlement of income tax should be made with the income tax authority.
62. Consignee: SSE/TMC as nominated by Dy.CE/TMC, N.F.Railway.
63. Contractor must depute one Supervisor in each Division where outsourced station is deputed to coordinate with the SSE/In-charge of the Division in regards to deployment the outsourced staff on the machine and making good any shortfall/absence of staff in the machine within reasonable time period.
64. Tender shall be governed as per the General Conditions of Contract for Services 2018 with up to date correction slips and special terms conditions mentioned in the bid document. If there is any conflict between general conditions and special conditions the later shall prevail.
65. Consumption of alcohol is prohibited in railway premises, camping coaches. If any of the staff is found intoxicated during duty will not be allowed to work any further. Contractor shall depute another staff in his place and shall pay penalties as above.
66. Railway shall not provide any medical facilities to the staff employed to the contractor.

Section -5

EVALUATION AND QUALIFICATION CRITERIA

Bid Evaluation Technical criteria.

(As per GCC for Services -2018 at P/69 to 71)

SL. No.	Weightage	Technical Criteria	Documentation	Scoring
1)	20%	<p>Previous Work Done</p> <p>The bidder shall submit documents Related to completed/contract on-going service similar contracts during the last three previous financial year and the current financial year along with the details of payments and percentage penalties received 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</p> <p>Client firm authorizing payment received along with percentage penalties imposed, wise for similar service contracts with completed/on-going satisfactory Performance.</p>	<p>Scoring Method;</p> <p>For each completed/on-going similar service contracts with satisfactory performance shall be asunder:</p> <p>(a) 100 Marks if the bidder has completed or received payment as under:</p> <p>1 project > 80%, 2 projects > 50% or 3 or more projects > 40% of the advertised value of the bid.</p> <p>(b) 50 Marks if the bidder has completed or received payment as under</p> <p>1 project > 50% or 2 projects 40% of The advertised value of the bid.</p> <p>(c) 20 Marks if the bidder has completed or received payment as under:</p> <p>1 project > 40% value completed No all marks if projects 40% value completed.</p> <p>Deduction for Percentage penalty imposed in the respective completed / ongoing similar service contract; 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.</p> <p>No reduction for percentage penalty less than 5%</p> <p>Contract where percentage penalty is more than 20% of contract value 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>As per audited balance sheet certified by the CA</p>	<p>(a) 100 marks More than 15 times advertised value of work.</p> <p>(b) 80 marks-8 15 times advertised value of work.</p> <p>(c) 60 marks 38 times advertised value of work</p>

				(d) 40 marks 1.5-03 times advertised value of work
3)	20%	Number of years in operations. (Firms having less than 1 year of experience are not eligible)	Company establishment certificate and copy/agreement copy/completion certificate etc as proof of operation. Years shall be counted from the date of agreement of the work	(a) 100 marks-More than 8 years (b)80 marks-5 to 8 years (c)60 marks-2 to 5 years. (d)40 marks 1 to 2 years
4)	25%	Size of Work force The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organisation's pay roll.	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 tender should be submitted in support of their qualification.	100 Marks if the Bidders workforce on roll is between greater than 3 times of the total workforce required in this Bid. 70 Marks if workforce on roll is equal to or up to 3 times the total workforce required in this Bid. No marks if workforce on roll deployed is less than the total workforce required in this Bid.

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

Note: The bidder should be required to produce attested copies of the relevant documents in support of their credentials for being considered during technical evaluation. As per the marking assigned in the table above, each bidder shall be assigned score for Technical Bid (S_{TB}). Bidder whose (S_{TB}) 60 or above shall be qualified for consideration of their financial bids. Bidders, who do not meet the minimum qualifying marks of 60 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender. (As per Railway Board letter no. 2020/EnHM/13/01/Pt.1 Dated 20.01.2022)

SECTION-6

BIDDING FORMS (BDF) ANNEXURE A TO E APPENDIX I TO II AND ANNEXURE II TO XII

WORK EXPERIENCE

(TO BE FILLED BY EACH OF THE JV MEMBER)
(As per Para 1.2.2.2 of Standard Bid Document (Service))

Applicant's legal name _____
Date _____ Group Member's legal
name _____ Page _____ of _____ pages
For works as per clause no. 1.2.2 (a) or more at the price level on last day of month
previous to the month the tender submitted (considering escalation as per Clause 1.2.2
(a) of Notes Bullet no.3)

Specific Work Experience		
Similar Contract Number of _____ required	Information	
Contract Identification		
Award date		
Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR as on last day of the previous month of tender submission price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR as on last day of the previous month of tender submission price level

Note:

- Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- Separate sheet for each work along with Clients Certificate to be submitted.

Stamp & Signature of Tenderer

ANNEXURE - B

**CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD
TO WHOMSOEVER CONCERNED**

We _____ are the Auditors for the Firm _____ since last _____ (many) years. On the strength of the above association, we are issuing this certificate to the Firm on financial Turnover during the last three Financial Years and in the current financial year up to the date of opening of bid as per Audited Balance Sheets.

It is further certified that advances or loans taken by the Firm in connection with execution of the works is not reflected in the turnover from Works Contracts indicated below:

Sl. No.	Financial Year	Financial Turnover (during the last three Financial Years and in the current financial year up to the date of opening of bid) as per Audited Balance Sheets (Rs.)	Remarks
1	2	3	4

Signature :
Name of CA :
Address :
Office Seal :
Phone No. :
Email :
Date :
UDIN :

FORMAT FOR BANKING REFERENCE FOR LIQUIDITY
(As per Appendix-13 of Standard Bid Document (Service))

BANK CERTIFICATE

This is to certify that M/s..... is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of ₹..... to meet their working capital requirements for executing the above contract.

Sd. _____

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

Change the text as follows for Joint Venture:

This is to certify that M/s..... who has formed a JV with M/s and M/s for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s to meet their working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation]

Financial DATA

(As per Appendix-17 of Standard Bid Document (Service))

Applicant's legal name

Date

Group Member's legal name..... Page of..... Pages

Each Applicant or member of a JV must fill in this form

S.N	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2019-20	2020-21	2021-22	2022-23	2023-24
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Liquidity [= 2 - 4]					
9.	Return on Equity					
10.	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/ Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years.
6. Return on Equity = Net Income / Shareholders Equity Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).

Shareholders equity does not include preferred shares.

7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the bidder may submit Banking Reference to establish that they have access to the required working capital.

Annexure C

FORMAT FOR UNDERTAKING FOR TRUTHFULNESS/CORRECTNESS OF THE DOCUMENTS SUBMITTED/UPLOADED BY THE TENDERER ALONGWITH THE TENDER

I.....(Name and designation)**Appointed as the attorney/authorized signatory of the tenderer (including its constituents),M/s.....(here in after called the tenderer) for the Purpose of the Tender documents for the work of.....as per the tender No.....of (.....Railway),do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

I/we the tenderer(s), am/are signing this document after carefully reading the contents.

I/We the tenderer(s)also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

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 these is addition, no deletion or no alternation to the content of the tender document. In case of any discrepancy noticed at and stage i.e. evaluation of tenders, execution of work or final payment of the contract, the roaster copy available with the Railway administration shall be final and binding upon me/us.

I/we declare and certified that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualifications requirements.

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.

I/we declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

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 be lead to forfeiture of the tender EMD besides banning of business for 5 year or entire Indian railway. Further, I/we (insert name of the tenderer)**.....
.....

....and all my/our continuants understand that my/our offer shall be summarily rejected.

I/we also understand that if the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for 5years.

SEAL AND SIGNATURE OF THE TENDERER

ANNEXURE • II

Bid No.: TM_Outsourcing_ T.Machines 2023 .

Name of Work: Outsourcing of Operation and Maintenance of Track Machines for a period of two years in Northeast Frontier Railway

To

The President of India,

Acting through the Dy. CE/ TMC/ MLG

Northeast Frontier Railway

1. I/ We have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/ We also agree to keep this bid open for acceptance for a period of days from the date fixed for opening the same and in default thereof, I/ we will be liable for forfeiture of my/our "Earnest Money". I/ We offer to do the work for Railway, at the rates quoted in the attached schedule and hereby bind myself /ourselves to complete the work in all respects within months from the date of issue of letter of acceptance of the Bid.

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:-

ANNEXURE - II (Contd...)

BID FORM (Second Sheet)

(As per GCC for Ser\"ices-2018 at P/73 to 77)

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 _____ and the Chief Manager _____ 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. Bids containing erasures and/or alterations of bid documents are liable to be rejected. Any correction made by bid(s) in her/their entries must be attested by her/them.

5. The works are required to be completed within a period as notified in the LOA from the date of issue of acceptance letter.

6. Earnest Money:

(a) The bid must be accompanied by a sum of rupees as notified in the bid notice as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. (If applicable) However, registered MSEs in terms of Ministry of MSMEs notification No.503 are exempted from Earnest Money Deposit.

(b) The bidder(s) shall keep the offer open for a minimum period of 60 days for works costing more than Rs.50lakh and 45 days for works costing less than Rs.50lakhs 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 resale from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Railway/Railway. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantee 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 fails to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(d) Earnest Money of the unsuccessful Bidder(s) will, save as herein-before provided, be returned to the unsuccessful Bidders within 15 days after finalization of 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 Bid: 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 bidder(s) shall demand any explanation for the cause of rejection of her/their bid or the Railway to assign reasons for declining to consider or reject any particular bid or bids.

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

If the bidder(s) expire(s) after the submission of her/their bid or after the acceptance of her/their bid, the Railway shall deem such bid cancelled. If a partner of a firm expires after the submission of their bid or after the acceptance of their bid, the Railway shall deem such bid 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: Relevant guidelines should be followed.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the bid 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 Dy. Chief Engineer, North East Frontier Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions/Specifications annexed to the bid and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in bid 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 bid and authorization to sign the bid documents on behalf of partnership firm. If these documents are not enclosed along with bid documents, the bid will be treated as having been submitted by individual signing the bid 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 bid 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 bid, 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 or notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(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 for Service.

(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 Bid 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/Bid conditions.

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

(a) Should a bidder be a retired Railway 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 Railway or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Railway or retired officer as one of its Directors or should a bidder have in her employment any retired Railway or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Railway or Gazetted Officer from the said service and in case where such Railway or Officer had not retired from Government service at least 2 years 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 Railway or Gazetted Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Railway or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected."

16. (b) "Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in

gazetted capacity in the any department of the Railway, the authority inviting 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 provision in Clause 7.4 of General Conditions of Contract for Service."

Signature of Bidder(s),
Date.....

(Signature)
(Designation)
.....Railway

Contract Agreement of Services

**Northeast
Frontier Railway
(As per GCC for services-2018 at P/79)**

Contract Agreement No.

Dated

ARTICLES OF AGREEMENT made thisday of.....20..... between President of India acting through the Railway Administration, hereafter called the 'Railway' of the one part andherein 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 agreement and shall also execute the work with great promptness, care and accuracy in a worker like manner to the satisfaction of the Railway and will complete all in accordance with the specifications and good 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, 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 sum due in respect thereof at the rates specified in the Schedule hereto annexed.

(Signature)

Signature

Contractor

Railway Designation

(For President of India)

Address Address

Date

Date

TO BE SIGNED AT THE TIME OF AGREEMENT ONLY

Annexure-IV

FormXIV(SeeRule76)

**The Contract Labour (Regulation & Abolition) Central Rules,1971
(As per GCC for Services-2018 at P/80)**

Employees's ID Card

Nameandaddressofcontractor.....

Name and addressofEstablishment in/ under which contract iscarried on.....

Name of work and location of work NameandaddressofPrincipal
Employer

1. Nameoftheworker
2. S No.intheregisterofworkersemployed.....
3. Natureofemployment/Designation
4. Wagerate(withparticularsofunitincaseofpiece-work).....
5. Wageperiod
6. Tenureofemployment
7. Remarks

Signature of Contractor

Annexure-V

Form XV (See Rule 77)
The Contract Labour (Regulation & Abolition) Central Rules, 1971
(As per GCC for Services-2018 at P/81)

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.....

Annexure-VI

FormXVII[SeeRule78(1)(a)(i)]
TheContractLabour(Regulation&Abolition) CentralRules,1971
(As per GCC for Services-2018 at P/82)

Registerofwages

Name and address of contractor.....

Nameandaddressof Establishmentin/underwhichcontractiscarried
on.....

Natureandlocationofwork.....

Nameandaddressofprincipalemployer.....

Wage Period :Monthly

Sl No	Nameof Worker	Serial No. inthe registerof workers	Designation/nature of work done	No.of days worked	Units of work done	Dailyrateof wages/piece rate
1	2	3	4	5	6	7

Amount of wages earned								
Basic wages	Dearness Allowance	Over time	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

Annexure-VII

Form XIX [See Rule 78(1) (b)]
The Contract Labour (Regulation & Abolition) Central Rules, 1971
(As per GCC for Services-2018 at P/83)

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.....

or their representative

Signature
of the contractor

Annexure-VIII

FORM XXIV [See Rule 82(1)]
The Contract Labour (Regulation & Abolition) Central Rules, 1971
(As per GCC for Services-2018 at P/84 to 85)

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 contractor
2. Name and address of the establishment
3. Name and address of the Principal employer
4. Duration of Contract: From.....to...
5. No. of days during half year on which-
 - (a) Establishment of the Principal employer had worked
 - (b) 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 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-

MenWomenChildrenTotal

9. Amount of wages paid

MenWomenChildrenTotal

10. Amount of deduction from wages, if any-

MenWomenChildrenTotal

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.....

Annexure-IX

FORM XXV

THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971 (As per GCC for Services-2018 at P/86)

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 XXV (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 contract labour 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.....

ANNEXURE TO FORM

Name and Address of the Contractor	Period of contract From-To	Nature of work	Maximum number of workers employed by each contractor	No. of days worked	No. of work days (man-days) worked
1	2	3	4	5	6

FORM-XI [See rule 223 (c)]

The Contract Labour (Regulation & Abolition) Central Rules, 1971
(As per GCC for Services-2018 at P/87)

Certificate of Medical Examination

1. Certificate Serial No...
Date ...
2. Name ... Identification marks: (1)
(2)
3. Parent's Name ...
4. Sex ...
5. Residenceson/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 at.....who 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 in asan 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/CMO

Note: 1.Exact details of cause of physical disability should be clearly stated.
2. Functional/ productive abilities should also be stated if disability is
stated.

POLICE VERIFICATION
(As per GCC for Services-2018 at P/88)

PHOTO

of applicant,
signed by
Contractor)

Sl. No.	Particulars	
1	Full Name with Aliases	
2	Parent's 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

FIRST AID FACILITIES TO BE PROVIDED TO ALL WORKERS BY CONTRACTOR
(As per GCC for Services-2018 at P/93)

Sl No.	Item	Workers do not exceed 50	Workers exceed 50
1	Small sterilized dressings	6	12
2	Medium size sterilized dressings	3	6
3	Large size sterilized dressings	3	6
4	Large size sterilized burn dressings	3	6
5	Packets sterilized cotton wool(15gms)		6
6	Iodine bottle	1 (30 ml)	1(60 ml)
7	Bottle containing salvolatile having the dose and mode of administration indicated on the label	1 (30 ml)	1(60 ml)
8	Adhesive plaster roll		1
9	Snake bite lancet	1	1
10	Bottle of Potassium Permanganate crystals	1 (30gms)	1 (30gms)
11	Pair of scissors	1	1
12	First aid leaf let	1	1
13	Aspirin tablets	1(100 Each of 5 grains)	1(100 Each of 5 grains)
14	Ointment for burns	1	1
15	Anti-septic solution	1	1

**NEFT/RTGS
MANDATE FORM**

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

Signature of the Bidder

DECLARATION BY THE BIDDER

I/We have gone through the general conditions of the contract for Services governing the performance of the services covered by this bid, and I/we have kept myself / ourselves fully informed of these General Conditions of contract for services. In token of acceptance, I/We am/are appending my/our signature below.

Note: The General Conditions of the Contract for Services-2018 with latest updated correction slips can be perused in the office of the Dy. Chief Engineer, East Central Railway, DDU during office working hours.

The General Conditions of Contract for Services" governing the performance of the services covered by this Bid "Standard General Conditions of Contract for Services" in use in General in the East Central Railway" as amended from time to time. A copy of the booklet incorporating above General Conditions of the Contract for Services can be had from the Office of the Dy. Chief Engineer, East Central Railway, DDU on payment of prescribed cost.

In submitting this letter it would be deemed that the Bidder has kept himself fully informed of the provisions of the General Conditions of Contract for Services including all corrections and amendments issued up to the date of Bid Notice.

I / We have kept myself / ourselves fully informed of the provisions of these general conditions. **I will follow/ensure the General conditions of contract for Services of East Central Railway as amended from time to time and in token of acceptance, I / we, am/are appending my/our signature below.**

Signature of the Contractor

ANNEXURE-"D"

Declaration About Employment of Retired Gazetted Railway Employees.

1. I/We declare that I/We am/are not a retired Railway of the Gazetted rank or any other Gazetted officer working before 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.
2. I/We declare that in our partnership firm, I/We are not having any of our partners a retired Railway or retired Gazetted officer working before 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.
3. I/We declare that in our incorporated company, I/We are not having any of our directors a retired Railway or retired Gazetted officer working before 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.
4. I/We am/are aware that in case any of my/our relative(s) or shareholders or a relative of a shareholder employed in gazetted capacity in any department of the 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 provision in Clause 7.4 of Standard General Conditions of Contract-2018.

Place:

Date:

**Seal and Signature of
the Bidder**

Declaration About Termination of bidder or any of its constituents with in the previous 2 years from the date of submission of bids.

1. I/We declare that I/We am/are not terminated under clause 7.4 in that Railway Division, with in the previous 2 years from the date of submission of bids.
2. I/We declare that I/We have not been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).
3. 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.

Place:
Date:

**Seal and Signature of
the Bidder**

END OF DOCUMENT