

TENDER DOCUMENT

FOR

“Outsourcing of various activities at DRY during wagon examination in DDU division”.



E-Tender No.: RS-DRY-Tender-DDU-25

Approximate Cost of Work – Rs.2,49,13,892.60/-

Earnest Money Required –Rs. 4,98,300/-

Cost of Tender document: NIL

Issued by:

Sr. Divisional Mechanical Engineer(C&W)

East Central Railway,

DDU.

TENDERS FOR WORKS

- (1) **Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I of Indian Railway Standard General Conditions of Contract, April'22. e-Tender Forms shall be issued free of cost to all tenderers.
- (2) **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

(3) Bid Security:

- (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the work	Bid Security
For all works	2% of the estimated cost of the work

Note:

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

- last date of submission of bids).
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

(4) Care in Submission of Tenders:

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
 - (a) (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state’s State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - (a) (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
 - (a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
 - (b) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 5) The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is**

enclosed as **Annexure-C**. In addition to Annexure-C, in case of other than Company/Proprietary firm, Annexure -C(A) shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

EAST CENTRAL RAILWAY
TENDER FORM (First Sheet)

Tender No.- RS-DRY-Tender-DDU-25

Name of Work : “*Outsourcing of various activities at DRY during wagon examination in DDU division*”.

To
The President of India
Acting through the Sr. Divisional Mechanical Engineer,
East Central Railway, DDU.

I/We_____have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60 (Sixty) days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for “*Outsourcing of various activities at DRY during wagon examination in DDU division*” of East Central Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **24 months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract-April’2022, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of **Rs.4,98,300/-** has already been deposited online/submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:-
 - a. I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b. I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - c. I/We do not commence the work within **15 days** after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by..... Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witness :

1. _____

2. _____

Signature of Tenderer(s)

Date : _____

Address of Tenderer(s)

EAST CENTRAL RAILWAY
TENDER FORM (Second Sheet)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
 - (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Bill(s) of quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Sr.DME(C&W) or obtained from the office of the PCME/ECR/HJP on payment of prescribed charges.
 - (e) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the Sr.DME(C&W), East Central Railway, DDU at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates except where he/ 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. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him /them.
5. The works are required to be completed within a period of **24 months** from the date of issue of acceptance letter.
6. **Bid Security:**
 - a) Subject to exemptions provided under para 3(1) (a) tenders for works of this document, the tender must be accompanied by a Bid Security of **₹ 4,98,300/-(Rupees Four lakh ninety eight thousand three hundred)** Only failing which the tender shall be summarily rejected.
 - b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to EC Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

7. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as canceled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its characters per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as canceled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

- a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

Note for Item 10.1:

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

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

Here similar nature of works means:-

“Repair/rehabilitation/modification of wagons/coaches/locomotives/DEMU/MEMU or their components in Workshop/wagon depot/Production unit/Coaching Depot/Diesel/Electric-loco shed”

10.2 Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ whichever is less where V= Advertised value of the tender in crores of Rupees

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

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

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

Note:- The guidelines contained in Railway Board Letter no. 2011/M(M&P)/7/2/Guidelines, dated 23.01.2020 is applicable for instant tender regarding dispensation in eligibility criteria (technical & financial criteria). Documentary evidence of same must be submitted along with bid.

10.3 No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.

10.4 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*

7. *In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or proprietary firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as proprietary firm "P" or partner in some other partnership firm "AX", credentials of A in proprietary firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of East Central Railway shall submit along with his / their tender:

- i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work.

Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-‘C’**. In addition to Annexure-C, in case of other than Company/Proprietary firm, Annexure-C(A) shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

(vi)(a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of up to two years.

(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.

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

13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the East Central Railway, for carrying out the work according to the Standard General Conditions of Contract, Special Conditions /Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

A. The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF/Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

B. Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of **HUF is in the position of ‘Karta’ of Hindu Undivided Family (HUF)** and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(c) Partnership Firm:

(i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).

(d) Joint Venture (JV) : All documents as mentioned in para 17 of the Tender Form (Second Sheet).

(e) Company registered under Companies Act 2013:

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of

Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms of explanatory notes in clause 10 above.

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender/contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are a partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

(v) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.

(g) Registered Society & Registered Trust: The tenderer shall submit:

(i) A copy of the Certificate of Registration

(ii) A copy of Memorandum of Association of society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

(v) All other documents in terms of para 10 of the tender form (Second Sheet) above.

- C. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- D. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo-moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- E. A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- F. The Railway will not be bound by any change in the power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway 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 tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

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

(a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- ii) being partnership firm / company / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

- iv) in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and 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, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 16 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

17. JOINT VENTURE (JV) IN WORKS TENDERS: JV is not applicable in instant tender.

18. Participation of Partnership Firms in works tenders:

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners

and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- (a) Joint and several liabilities:
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
- (b) Duration of the partnership deed and partnership firm agreement:
The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.
- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- 18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- (i) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

Signature of Tenderer(s)

General Instructions to E-Tenderers

1. The E-Tender document shall consist of:-
 - a) Annexed Documents to E-tender
 - b) Indian Railways Standard General Conditions of Contract (April-2022) with correction slips up to the date of inviting of tender
2. Before submitting the offer, please read carefully complete E-tender document as mentioned above. For document as mentioned in clause 1(b), bidders may visit IREPS and Indian Railways websites.
3. Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents, unless specific deviation is quoted in the techno-commercial offer form.
4. The prospective tenderers are advised to revisit the IREPS website ten days before the date of closing of tender to note any changes/corrigendum issued for this tender.
5. E-tender is not transferable and the same is to be submitted with digital signature by the pre-authorized personnel of the tenderer, already registered with the site.
6. If the required information asked for in the tender document is not furnished, the tender will be otherwise treated incomplete and hence will not be considered.
7. The online bidding doesn't permit submission of offer after stipulated date and time of the e-tender. Hence there is no scope for late/delayed tenders.
8. No correspondence shall be entertained after opening of tender and any suo-moto letters or submission in regard to tender, except specifically mentioned to be submitted as per the terms of the tender or sought for by the Railway, shall be treated as Null & Void.
9. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
10. For the work, the tenderer should satisfy the qualifying criteria. Tenders not meeting the qualifying criteria will be summarily rejected.
11. Strictly, all requisite documents must be provided with e-tender. No opportunity will be given at a later stage to submit additional or alternate documents. E-tender not having all the requisite documents will be summarily rejected.
12. **Mandatory Requirements:-** The tenderer(s) must fulfil/ satisfy the following mandatory requirements failing which their offers shall be summarily rejected:-
 - a) Bid Security & Tender Document cost (TDC) should be deposited through net banking or payment gateway only.
 - b) Regarding technical and financial eligibility criteria, scanned copies of supportive documents/certificates from competent officials are to be uploaded along with their offer.
 - c) Scanned copies of documents in support of formation/registration of the company/firm/legal authorization of the person to deal with the tender/notarized/registered copies of the documents wherever required as per tender conditions are to be uploaded along with offer.
13. **False/Incomplete Statement:-** Any statement/declaration made by the tenderer while uploading tender or submitted later as specifically required in the tender, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender or in the event of his tender having been accepted, at any stage the contract, shall render his/their tender(s)/contract(s) liable to be canceled/rescinded, in addition to the following :-
 - a) If such statement is found at the tender stage, his total Earnest Money shall be forfeited.
 - b) In case such a statement is found at the contract stage, the conditions/ rights available to the Railways under Clause 62(1) of Part-II of Standard General Conditions of Contract (April-2022) shall be applicable.
 - c) In addition to above, action of banning of business may also be taken against such tenderers including prosecution under law.
14. **Other Conditions:-**
 - a) The bidders are expected to obtain, on their own responsibility and expenses, all information which will be necessary for submitting the bid. Intending bidders may obtain clarification, if any, with regard to the tenders from the office on any working day during the working hours. Drawings and latest technical specifications, if required, can be purchased from Research Design Standard Organization, Lucknow.

- b) In addition to the information given in the prescribed form of the Technical & Commercial Offer, the tenderer may also submit any additional relevant information connected with this tender if considered necessary, uploading copies of the documents relied upon.
- c) Submission of Tender does not bind the Railway Authority for any claim of any nature whatsoever.

GENERAL CONDITIONS OF CONTRACT

(Regulations for Tenders and Contracts)

1. Submission of Offers:

- i) Tenderers are required to submit their offer through e-tender on website www.ireps.gov.in and the tenderer/tenderers shall quote his/their rates therein as required.
- ii) In case of any deviation from the requirement of tender specifications, Instructions to tender or General & Special Conditions of Contract, the same should be brought out by the tenderer in Annexure-‘A’.
- iii) The rates quoted must be inclusive of the following:
 - a) Cost of Manpower, Cost of M&P, Cost of Consumables, Cost of Supervision etc.
 - b) Cost of all auxiliary equipment, consumable for completing the job.
 - c) All statutory taxes and levies etc. of Government of India/ State except GST. Component of GST to be quoted by tenderer is given as separate schedule which will be passed on actual basis as per latest guidelines of GOI.

2. The contractor shall utilize modern state of the art machines and equipments from reputed vendors.

3. Release of payment through ECS/NEFT:-

- i) Tenderer to give consent in a mandate form for receipt of payment through ECS/NEFT (asper Annexure-‘D’).
- ii) Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name and address, Account type, Bank A/c No and Bank & Branch code as appearing on the MICR cheque issued by the bank.
- iii) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para (ii) above).

4. Security Deposit:

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund/return of the already available Security Deposit is permitted up to three times.

4.(2)(i) **Refund of Security Deposit:** Security Deposit mentioned in sub clause above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period.

- (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62(1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.
- 4.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 7(b) of this clause will be payable with interest accrued thereon.

5. **Performance Guarantee:-**

Performance Guarantee (P.G) (Clause 16(4) in Part-II of GCC-2022): - The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case, contract is terminated railway shall be entitled to forfeit Earnest Bid security and other dues payable against that contract. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value **and Additional Performance Guarantee as per clause 16(4)(h)** in any of the following forms
- i. A deposit of cash;
 - ii. Irrevocable Bank Guarantee;
 - iii. Insurance Surety Bond as per Annexure -H

Note :

In case of extension of Date of Completion selected bidder needs to submit extended IR Surety Bond/Fresh Insurance Urety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

- iv. Government Securities including State Loan Bonds at 5% below the market value;
- v. Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- vi. Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- vii. Deposit in the Post Office Saving Bank;
- viii. Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) 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.

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

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

6. Variations in Extent of Contract:

- A. Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
- B. Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
 - (I) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work.
 - (II) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
 - (III) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

- a) Quantities operated in excess of 125% but up to 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;
- b) Quantities operated in excess of 140% but up to 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;
- c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
 - (i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (IV) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (V) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) 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).

C. Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause B(i) of GCC'2022 shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid there for shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause B(i) above shall be paid for at the rates determined under Clause-39 of GCC April- 2022.

7. Price Variation Clause (PVC):

7.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores**. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39.(1)(b) of Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

7.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

7.3 Validity: Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
b) Payment/recovery for overall market situation as per Price Variation Clause given here under.

7.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

7.5 No price variation shall be admissible for fixed components.

7.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

The classification mentioned in the table above represents following type of item(s) in the work(s) –

1 Earthwork in Formation

1A All Item(s) excluding 1B or/and 1C

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E

3B Item(s) for supply of Steel

3C Item(s) for supply of Cement or/and Grout

3D Item(s) for Fabrication & Erection of Structures including supply of Steel

3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E

- 4B Item(s) for supply of Steel
- 4C Item(s) for supply of Cement or/and Grout
- 4D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E
- 5B Item(s) for supply of Steel
- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection work

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
- 6B Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

7 Permanent Way linking

8 Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
- 8B Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
- 9B Item(s) for supply of Steel
- 9C Item(s) for supply of Cement or/and Grout
- 9D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

Para 9D is applicable in this contract (as per ECR/HQ L.No.-RS-ULRep-BOXNHL-DDU, dtd: 19.05.2023)

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

$$(i) \quad L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$(ii) \quad M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$

$$(iii) \quad F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$(iv) \quad E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$(v) \quad PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$

$$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

$$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

$$(viii) \quad T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$

$$(ix) \quad R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$$

$$(x) \quad N = [(P_T - P_O) / P_O] \times 85$$

$$(xi) \quad I = [(I_T - I_O) / I_O] \times 85$$

$$(xii) \quad G = [(M_Q - M_B) / M_B] \times 85$$

$$(xiii) \quad Er = [(L_Q - L_B) / L_B] \times 85$$

Where,

L	Amount of price variation in Labour
M	Amount of price variation in Materials
F	Amount of price variation in Fuel
E	Amount of price variation in Explosives
PM	Amount of price variation in Plant, Machinery and Spares S
	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply Item
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.

W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index 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
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F _B	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM _B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM _Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9 of Standard General Condition of Contract ; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9 of Standard General Condition of Contract; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior

to date of opening of tender.

- P_T IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
- P_O IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- Z_T IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- Z_O IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I_T RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
- I_O RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

7.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7 of Standard General Condition of Contract. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

7.9 : (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating S_Q or S_B
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mmdia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A”
3.	All types and sizes of plates	Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A”
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

(2) Relevant city for referring “JPC (Joint Plant Committee)” rates of steel items (S_Q / S_B) in different Zonal Railways shall be as under :

SL	City	Railway
1.	Delhi	Northern , North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central & South Western

7.10 Price Variation during Extended Period of Contract

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 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor’s failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.
- In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.

8. **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 employed by him either directly or through petty Contractors or sub-contractors in the 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 Engineer whether in connection with the works to be executed here under or otherwise for the purpose of the Engineer, 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 Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer 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 recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India 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 Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- (1) 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.
- (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- (3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by subcontractors 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 Rules wherever applicable.
- (5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the 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 Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. 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 costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

B. 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; **Para 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.

- C.(i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract July'20. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. **Contractor shall register his firm/company etc.** and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration / updation in Portal shall be done as under:
- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of **Letter of Acceptance. Engineer shall approve**

the contractor's registration in the portal within 7 days of receipt of such request.

- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / 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 to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) 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 Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year."

D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

9. Assignment or Subletting of Contract:

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

(a)

- (i) **The Contractor shall not sub-contract the Works comprising more than 40% (forty percent) of the Contract Price and shall carry out Works for at least 60% (sixty percent) of the total Contract Price directly under its own supervision and through its own personnel. The parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty percent) of the Contract Price shall be discharged solely by the Lead Member.}**

Procurement of material, hire of equipment of engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

May be deleted if the Contractor is not a Consortium/Joint Venture.

- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

In case contractor submits subcontractor's work experience certificate issued by public listed company,

the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(iii) There is no banning of business with the sub-contractor in force over IR.

- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall Endeavour to resolve all matters and payments amicably and speedily with the subcontractor.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor.
- (j) Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (k) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (l) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

10. Settlement of disputes: It shall be dealt as per para 63 & 64 of Standard General Condition of Contract Part- II' April'2022.

11. Determination of Contract: It shall be dealt as per para 61 and 62 of Standard General Condition of Contract Part- II' April'2022.

12. Indemnity by contractors: The contractor shall indemnify and save harmless the Railway, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, her agents or employees, in the execution of the services/ works wherever applicable or in her guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied. To the actual loss or damage sustained, and whether or not any damage shall have been sustained.

13. Deployment of Qualified Engineers at Work Sites by the Contractor:

- a) The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.
- b) In case the Contractor fails to employ the Engineer, as aforesaid in Para a above, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- c) No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

14. Omissions & Discrepancies:

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood

that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

15. Determination of contract shall be dealt as per **para 61 & 62** of Standard General Conditions of Contract April'22.

16. Conditions governing the Contract: The work under the contract will be governed by Indian Railway Standard General Conditions of Contract April'22 issued by Railway Board, Ministry of Railways, with up-to-date correction slips on or before the date of opening of tender, unless otherwise mentioned in this tender document. The Indian Railway Standard General Conditions of Contract April'22 is available on the Indian Railway Website i.e. www.indianrailways.gov.in.

- (a) The contract shall be governed by the law for the time being and amended from time to time being in force in the Republic of India.
- (b) The tenderer has to obtain Labour License from the concerned authority for the staff engaged by him to carry out the subject work.
- (c) If any point of time if the administration feels the contractual services are not being maintained as per the standards, administration has got full liberty to cancel the contract as per provision of Standard General Conditions of Contract April'22.

17. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

Signature of Tenderer(s)

SCOPE OF WORK

NAME OF WORK: *“Outsourcing of various activities at DRY during wagon examination in DDU division.”*

DURATION OF WORK: 02 (Two) years.

LOCATION OF WORK: Down Receiving Yard (DRY)/DDU.

- **Description of Work:** - In DRY/DDU, intensive examinations of rakes are done on 24x7 basis and 18 to 20 rakes are examined per day. Various types of repair works are attended under supervision of SSE/JE round the clock. Most of the wagons are being repaired in rake at the time of examination. Brake Block change and Door closing work in BOXN/BOXNHL rakes will be also carried at the time of examination as per Scope of Work and under guidance of representative of Sr. DME(C&W)/DDU.

Schedule – A: Replacement &/or Fitment of missing Brake Block and Brake Block Key (shoe cotter).

Schedule – B: Door closing work in wagons during examination at freight yard as per scope of work.

Schedule – C: EM Pad change.

Schedule – D: Adapter change.

The work has to be carried out on wagons of rake under-examination at Yard, round the clock 24 x 7. Contractor should ensure to work on rake only when the rake is protected at both the ends by railways. The examination of the rake shall be done by departmental staff and during examination, the repairs activity as per schedule A to D will be attended by the contractual staff as advised by railway representative and final check shall be done by railway representative.

- **Detailed Description of Work:** -

• **Schedule – A: Replacement & /or Fitment of missing Brake Block and Brake Block Key (shoe cotter).**

1. The work includes following cases –

- Replacement of brake block when brake block thickness reaches condemn limit & is marked by examiner during examination.
- Replacement of brake block when brake block is cracked &/or broken & is marked by examiner during examination.
- Fitment of brake block when brake block is deficient or missing & is marked by examiner during examination.
- Replacement of brake block key when brake block key is cracked &/or broken &/or bent & is marked by examiner during examination.
- Fitment of brake block when brake block key is deficient or missing & is marked by examiner during examination.
- If brake shoe found worn out or deficient, contractor staff has to replace with new one before changing of brake block if marked by examiner during examination.

2. The contractor has to deploy sufficient staff so that all rakes under examination can be attended simultaneously and the work can be completed within the stipulated examination time (time taken for examination).

3. Proper procedure to be followed is-

Removal of Split Pin → Removal of Brake Block Key (Shoe Cotter) → Creating gap between wheel and Brake Block (by rotating SAB/RAM if required) → Replacement &/or fitment (if missing) of Brake Block → Fitment of Brake Block Key → Fitment of Split Pin.

4. The quantity of work will be defined & allotted by the examiner &/or authorized representative of Sr. DME(C&W)/DDU.

5. Contractor has to make suitable arrangements to maintain all records related to above mentioned activities as instructed by SSE/JEs/Yard/DDU, AME(C&W)/DDU, Sr. DME(C&W)/DDU or their authorized representative.

6. Contractor has to provide all tools & equipment (like Bari, cotter punch, hammer etc.) required to attend above work along with suitable arrangements to carry the required material to wagon from the yard store (like Hand Thella/E-Rickshaw).

7. Railway will only supply brake blocks, brake shoe, brake block keys, split pins at yard store.

• **Schedule – B: Door closing work in BOXN/BOXNHL etc. rakes during examination at freight yard:**

1. Closing of open doors –

- i. All doors of BOXN & BOXNHL wagons under examination must be closed properly & secured in chainless gravity cotter.
- ii. Removing of coal or any dust/foreign particles obstructing door closing.
- iii. Before closing the doors, it must be ensured that the door way (stiffening) cross bar of each door must be in working condition with proper welding & not in damaged/bent or welding open condition. In case of welding open on either edge, it must be welded properly.
- iv. In case, one chainless gravity cotter is missing/damaged or door is slightly bent and the door could not be secured by gravity cotter alone, Welding of MS strip/small angle piece on the door will be done for properly securing the door.

2. Closing of open doors by rectification of collar/rib bent –

- i. The term ‘collar/rib bent’ refers to the damage/bend back plate edge of side stanchion. Doors are not properly closed & expel out due to collar/rib bent. It must be rectified so as to close door properly, which includes-
- ii. For BOXN Wagon- Bent/damaged edges to be straightened by heating with gas welding kit & then hammering it to its position.
- iii. For BOXNHL Wagon- Bent/damaged edges cutting of bent edges may be allowed, if necessary, but restricted not to damage of any item of wagon.
- iv. For cutting of stainless steel / mild steel, Plasma cutting / machine cutting / gas cutting / manual arc cutting may be used. Also, suitable arrangement for carrying DA and oxygen cylinders for heating /cutting purpose at various locations to be arranged by contractor. DA and oxygen setup & supply to be provided by contractor himself.
- v. Contractor has to start door closing work within 15 minutes from the time of line block and to be completed within examination time from the time of line block.
- vi. A register should be maintained by contractor staff as per Annexure-1 to Annexure-4.
- vii. **Welding Work:** - All type of welding work must be followed as per G-72 and IRSM-28:2011 or latest. Selection of electrode for joining different materials must be as per specified in RDSO technical bulletin G-72 Rev-3 or latest amendment. Proper earthing of wagons body should be ensured before starting of welding work to avoid any damage or failure of CTRB. Method of earthing is as under: -
“If any welding work is done after assembly of wagons proper earthing shall be ensured so that electric current does not pass through the CTRB bearings. The earthing should be done very close to welding area and the earthing wire should be tightly secured at both ends. Alternatively, the earthing can be done with an earthing wire/strip running parallel to the track instead of earthing with rails.”

Schedule – C & D: EM Pad & Adaptor change:

1. EM Pad & Adapter shall be provided by Railways. minimum 10 nos. or as per requirement hydraulic jacks (Minimum Capacity : 15 Tons) shall be provided by contractor.
2. Sufficient no. of skilled & unskilled manpower shall be deployed by contractor. Minimum qualification required for skilled manpower should be matriculation with ITI in fitter trade and for unskilled class 10th pass.
3. Identification of wagons will be done by Railway SSE/JEs in which EM Pad/adaptor has to be changed. After identification, wagons shall be offered to contractor for changing.
4. New/ Serviceable EM Pad/adaptor will be carried from DRY store to working place by contractor staff in proper manner so that EM Pad and adapter could not be damaged.
5. Minimum 05 nos. or as per requirement Electric scooter has to be provided by the contractor for material movement in yard as per **Annexure-6** or similar.

➤ Work procedure of EM Pad & Adaptor change: -

1. Cut the SF key bolt of trolley as per requirement. SF key bolt will also be cut by contractor.
2. Place the hydraulic jack below the bogie side frame portion of wagon in which EM Pad/adaptor has to be changed.
3. Operate the Hydraulic jack & lift the bogie of wagon upto desired height. Safety ring must always be kept in downward position during lifting.

4. After lifting the bogie side frame, remove the damage EM Pad and replace with new/serviceable EM Pad.
5. In case of adapter changing, lift the bogie first & remove the EM Pad and after that adapter. It is necessary to remove EM Pad before changing the adapter.
6. Replace the old damaged adapter with new/serviceable adapter. Again put the EM Pad which has removed earlier at their own location.
6. Now release the Hydraulic jack after moving the safety ring upward.
7. After completing the EM Pad/adapter changing work, SF Key bolt to be re-fitted properly. Then handover & stack old EM Pad/Adapter at nominated place to Rly. Representative.
8. Rly. Representative will ensure proper fitment and replacement of adapter and EM Pad. If any EM Pad or Adapter found improper fitted then contractor have to do it again properly.
9. A diary should be maintained by the contractor at Yard for the work done duly obtained the signature of the SSE/C&W/DRY or their authorized representative

➤ **Material Handling & Housekeeping: -**

- (a) Materials, machines, tools, equipments, consumables and other required items for the execution work should be carefully carried, transported & handled by the contractual staff and stacking should be done in proper manner.
- (b) Scraps generated will be collected to a nominated place in yards & handed over to Railway on daily basis.
- (c) Reusable/ serviceable materials released from door will be kept separately.
- (d) Contractor should arrange to stack the material in an orderly manner in the space provided for storage at all times and should maintain good house-keeping and cleanliness at worksite.

➤ **Operating Instructions: -**

- (a) **Dress code:** Every personnel working in the contract should always be in uniform at all times. Dress should be clean and worn properly. Colour of dress will be Orange or finalized by AME(C&W)/DDU or representative of Sr. DME(C&W)/DDU before the start of work.
- (b) **Timings:** All personnel to report to work on the assigned time and be present till the assigned time for leaving.
- (c) **Behaviors:** All personnel need to be courteous to Railway personnel. Contractors' staff should follow supervisor's instructions on behavior. Arguments with Railway officials should be avoided at all costs. All work-related issues or objections should be directly handled by the supervisor.
- (d) **Safety:** No workmen should board or alight from a moving train. All persons to wind up the operation pick up their tools, materials, etc. and get out of the train before removal of protection from rake. All the personnel shall be cautious while crossing the Railway tracks in the yard as frequent movement of trains is there on all the lines. No littering on tracks shall be allowed for any person.
- (e) **Manpower Training:** Training in regard to the job/ at DRY Railway yard of DDU Division shall be imparted by the Railways.

➤ **Time Limit: -**

Time is very important factor in this work. Each rake blocked by the railway for examination will be attended by contractor for above work, unless specified by Railway representative, within examination time from the time of line block. Any delay in account of contractor will attract suitable penalty. Both schedule will work in parallel with examination gang.

➤ **Completion Period: -** Work should be start within 15 days from the issue of letter of acceptance and completed within 24 months from the date of commencement.

➤ **Material to be supplied by Railway: -**

- I. Railway will supply all material as mentioned in the work description of Schedules.
- II. Welding current & all the necessary infrastructures required for its supply will be provided by Railway.
- III. All the material required for repair work will be issued to contractor daily from store room of yard as mentioned in the work description of Schedules and recording of same will be done in Annexure-1, 2, 3 & 4 with signature of both railway representative and contractor representative.

➤ **Material to be supplied by Contractor: -**

- Contractor has to deploy sufficient manpower including welder, fitters and helper in each shift for attending work as described above in all offered wagons.
- Required tools & equipment like jacks, hammer, chipping hammer, pry bar, cotter punch etc. required

for repair work must be available.

- DA & oxygen gas in yard for door closing/repair work in the work description of Schedules will be provided by contractor.
- Required PPEs has to be arranged by contractor as mentioned below.
- Stationary: All the stationary required for recording purpose along with repairs attended and other details are to be supplied by the contractor.
- Material handling of required for the repair work will be arranged by the contractor by his own means like hath thela, material handling trolley etc.
- Contractor has to depute at least one (01) supervisor of minimum graduate qualification for execution & monitoring of work.
- The contractor must fulfil the following technical requirements for welders/fitters:
- All welders preferably ITI qualified in Welder trade and fitters in fitter trade from recognized institute.

Or,

Retired welders/fitters from Railways/State Government/PSUs.

Or,

01 year experience in welding from Railway contractors who have completed works Involving fabrication works such as steel bridges etc or competency to be certified by SSE(IC)/DRY.

All helpers must have 10th passing certificate.

Or.

01 year experience as helper from Railway contractors who have completed works Involving fabrication works such as steel bridges, wagons related works etc or competency to be certified by SSE(IC)/DRY.

NOTE: - The contractor must submit the above certificates before starting the work.

1. Items (except above) required for closing of doors such as hammer, bari etc will be supplied by contractor.
2. Suitable arrangement for movement of tools and material.
3. For wire cutting, contractor has to arrange suitable wire cutter of good quality and suitable arrangement for collection and movement of scrap generated. Generated scrap will be accumulated at nominated place by railway representative.

➤ **Tools & Equipment required per rake: -**

SN	Tools & Equipment	Minimum Nos.
1	Gas setup with Trolley	4
2	Welding Machine (suitable for MS & SS)	4
3	Pry Bar (Shovel)	4
4	Hammer (as per work suitability)	8
5	Chipping Hammer	4
6	Cross-pier Hammer	4
7	Heavy duty Chisel	4
8	Wire Cutter	4

Note:

- i. The above list is tentative. It is minimum quantity that contractor shall ensure. If arising of work is more, contractor shall ensure material and M&P as per instruction of Railways.
- ii. Necessary Man power as per requirement of the work shall be arranged by contractor.

➤ **Inspection of work & rework: -**

Quality and completion of all repair activities done by contract staffs must be ensured by concerned JE/SSE. However, AME/Frt./DDU, SSE(IC)/DRY or his representative may inspect the quality of repair work at any time. Contractor must ensure the whole or part of the work to be done with the entire satisfaction of the railway.

➤ **Personal Protective Equipment (PPE's): -**

Following safety gears will be supplied by the contractor to their staff to carry out the work and no additional charges will be claimed the same:

S.No.	Tools	Minimum requirement /welder
1	Frame goggles for eye protection	1
2	Glass tinted welder's eye	1
3	Hand gloves LH/RH	1 pair
4	Safety helmet	1
5	Apron for mild impact	1

All staff must be supplied with safety helmets, safety shoes and gloves. Staff working in yard must be supplied with safety luminous vest to wear during work

➤ **Safety Measures: -**

- (a) The work is to be carried out in railway premises & therefore every precaution shall be taken by the contractor to protect the labour, materials, electrical fittings, cables, tracks & rolling stocks in the railway premises. Contractor should adhere to all safety rules pertaining to railway working in Yards/DDU.
- (b) Any damages to the Railway property during work due to negligence by Contractor's staff, proportionate amount will be recovered from contractor's bill. Decision on the value of damage will be decided by Railways and will be final.
- (c) Railway will not allow or entertain any case of illegal practices in railway premises.
- (d) The contractor will make necessary arrangements for safe working of the personnel hired for the contract. Under no circumstances, the Railways will be held responsible for injuries or loss of life during the job of personnel deployed by the contractor. Railways would not be liable to pay any compensation under any circumstances.
- (e) Any unusual occurs to contractor staff during work will be solely borne by the contractor himself.

➤ **Record Keeping: -**

- i. Contractor has to keep & maintain all the records of staff attendance, repair activities done by his staffs. Accordingly, necessary formats to be mentioned in Annexure-1 to Annexure-4 or advised by SSE/IC/C&W/DRY.
- ii. Site engineer/supervisor deployed by contractor will be responsible for the proper record keeping of all schedule activities.
- iii. Photocopies of all the valid documents such as Identification cards (voter card, aadhar card or driving license or other issued by state govt. or govt. of India etc.), Police verification reports (PVR) of past 3 months, medical, qualification of welders & I-Card issued by the contractor must be submitted to the concerned railway representative before starting of contract work.

➤ **Penalty: -**

- (a) If contractor fails to repair the given rake in given time i.e., within examination time from the time of line block by concern supervisor then a penalty of Rs. 2000/- per hr. will be imposed except railway delay. Penalty for the extra time may be calculated on a pro-rata basis for any part of an hour.
- (b) For poor quality of work i.e., improper fitment of brake block/brake block key/split pin a penalty of Rs. 200/- and EM Pad/Adaptor/door closing up to Rs. 1000/- per fitment per occasion shall be imposed & they should be again attended properly free of cost. Decision of Railway representative on quality of welding or fitment of items shall be binding and final.
- (c) Shortfall of hydraulic jacks will attract a penalty of Rs 1000 per shortfall per day.
- (d) Shortfall of E- Scooter will attract a penalty of Rs 1000 per shortfall per day.
- (e) If contractor does not change any staff after intimation received from AME(Frt.)/DDU or their authorized representative in view of incompetency or misbehaving etc, then a penalty of Rs. 500/- per day per staff will be imposed thereon.
- (f) If any staff found consuming alcohol during working period a penalty of Rs. 500/- per staff per occurrence will be imposed and the said staff must be suspended from that day and new staff must be engaged by the contractor from next day. For in-toxicity, if contractor does not change any staff after intimation received from AME(Frt.)/DDU or their authorized representative, then a penalty of Rs. 1000/- per day per staff will be imposed thereon.
- (g) If any abnormality of was found during inspection of Jr./Sr. Railway officers then a penalty of Rs. 1000/- and JAG/higher authority up to Rs.5000/- will be imposed per occasion.
- (h) A penalty of Rs. 100/- per staff per day for not having ID-card (issued by the contractor) or Uniform and Rs. 100/-per staff per day for not having PPEs.
- (i) If any wagon whose door/brake block/EM Pad/Adaptor was attended by the contractor during examination is involved in any unusual/missing due to bad workmanship and detained enroute or unusual occurs later, competent authority if it feels that the contractor is responsible for it, then the penalty of Rs. 10,000/- can be imposed over contractor for bad workmanship per item failure per occasion.
- (j) If contractor staff does not dispose scrap generated by repair works like wire/rope/brake block, EM Pad or Adaptor from pathway, a penalty of Rs. 500/- per pathway will be imposed, if not removed within 2 hrs. after rake released.
- (k) In case of any damage to the Railway property due to rough handling in the course of attention of repairs or

fire on contractors' fault, the cost of damage will be recovered as per the extent of damage assessed by the respective Depot In-charge.

- (l) In case of total stoppage of repair work, a penalty of Rs. 10,000/- will be imposed per hour.
- (m) The decision of Senior Divisional Mechanical Engineer(C&W), DDU division, East Central Railway regarding the imposition of penalties shall be final and binding on the contractor.

➤ **Payment Terms: -**

1. Payment will be made on monthly basis for the completed work duly deducting the penalties if any.
2. The work done bill should be submitted by the contractor to the office of SSE(C&W)/DRY and the same should be forwarded to the office Sr.DME(C&W)/E.C.Railway, DDU in every following month duly certified by concerned SSE/C&W/IC/DDU & concerned AME/DME.
3. Measurement and Billing of works contracts in IR-WCMS (**Contractor's e-MB**) is mandatory as per Rly. Board letter no. 2017/CE-I/CT/9, dtd.31/05/2023.
4. Necessary income tax and other taxes as applicable will be deducted from the contractor's monthly bill.
5. Payment will be made by Sr.DFM/E.C.Rly./DDU online through NEFT/RTGS.
6. Bills of actual work done should be submitted by the contractor to the office of SSE(C&W)/DRY and the same should be forwarded to the office Sr.DME(C&W)/E.C.Railway, DDU in every following month duly certified by concerned SSE/C&W/IC/DDU & concerned ADME/DME.

➤ **Option For Payment Through Letter Of Credit: -**

The tenderer /contractor has an option to take payment from Railway through a Letter of Credit (LC) arrangement, Modalities of the same will be as per Railway Board Letter No. 2018/CE-I/CT/9, dated: 04.06.2018.

Special Terms & Conditions of Contract

1. The following conditions are included over and above the General Conditions of Contract, issued and amended from time to time. In case of any deviation of these special conditions with GCC of Railways, these special conditions shall prevail.
2. Tenderer should complete the work at Down Reception Yard within examination time of 03 hrs. parallel to the examination of rake after assessment of quantity of work by railway representative at the time of examination.
3. The repairs shall be carried out as per the procedure given under the Scope of Work.
4. Measurement of the work & inspection will be done by SSE/IC/C&W/DRY/DDU or his representative or authorized Railway representative of Sr.DME(C&W)/DDU.
5. The contractor shall adhere to the quality standard acceptable to authorized Railway representative of Sr.DME(C&W)/DDU and only those works passed by him shall qualify for payment.
6. The Contractor shall furnish complete details of the personnel to be deployed in the office of Sr.DME(C&W)/DDU or DRY/IC/DDU Office or his authorized representative before starting the actual work.
7. All the general conditions of contract issued by Rly. Board's in Apr. 2022 and modification/changes corrections enforced from time to time will be applicable with this contract. The contractor can go through the terms and conditions of G.C.C which is available at Sr. DME(C&W)/DDU office on any working days, between 10.00 am to 6.00 pm and also on E.C. Rly. Website for reference.
8. The work shall be carried out in three shifts in a day (i.e., round the clock) on all 365 days. Each shift consisting of 8 hours duration.
9. Work should be carried in such a manner by the contractor that no inconvenience is caused to the other persons.
10. The Railway Administration reserves the right to decrease the quantity of workload and the decision of the Railway Administration in this respect shall be final and binding on the contractor. The contractor shall not claim any compensation for the decreasing of workload if any.
11. Matter in question of dispute and differences to be arbitrated shall be referred for decision of arbitrator(s) to be appointed by GM/ECR/HJP and Arbitration and Conciliation Amendment Act 2015 shall be applicable in this case also.
12. All direct or indirect costs and obligations pertaining to employment of specialized manpower if any will be borne by the contractor.
13. The tenderer will ensure that payment of wages to the labour employed by them should be on due date as per the MWA & as per the Factories act, irrespective of tenderer monthly bill passed by Railways.
14. Contractor shall follow the minimum wages act, EPF act and other acts related to welfare of labour as enforced time to time. Payment to the contractor's staff shall be made through bank and the proof of this should be submitted with the bill of that month.
15. Depositing of EPF and ESI of contractor's labour & all other taxes with concerned authorities is the liability of contractor.
16. Railways competent authority (Mechanical department Officers only) have full power to make any changes or terminate the contract any time without assigning any reason.
17. Contractor shall be liable for payment of GST to Custom and central Excise department. A copy of valid registration certificate shall be provided to this office for record.
18. Railway Authority shall review the contract performance periodically.
19. The contractor shall have to make adequate arrangements to maintain the schedule work to required standards as instructed by railway representative within available time.
20. Total schedule value is included all expenses like wages to staff, other miscellaneous expenses and GST and other expenditure. The rates quoted on total schedule value on offer should be inclusive of all cost such as Material, Labour, Consumables, Transportation, applicable taxes, duties and levies etc including GST. Rate quoted on offer shall only be considered.
21. The Railway shall not be responsible for any accident that may occur to contractor's labours/servants for any reasons whatsoever. The contractor will himself ensure the safety of his workers and shall be liable to pay claims, whatsoever if made by the contractor labours. Railway will not carry any responsibility of such payments. The contractor will be responsible to supply personal protection equipment's (PPE) to his staff and no additional

- charges are claimable for the same. Contractor should obtain the Insurance policy for his workers to comply with the provision of workman compensation Act 1923.
22. The quality of work will be closely monitored and shall be inspected daily by Railway Authority. The contractor will not employ any unethical practices to compromise the quality of work. Contractor or his men will not use any such means, which will affect the quality of work and may cause damage to Railway property due to such practice, for which contractor will be solely responsible. If any such incident takes place and Contractor is found responsible, Railways reserves the right to terminate the Contract immediately as per terms and condition of contract.
 23. The quantities for the above items are approximate and are variable. The contractor will have no claim due to variation / deletion of items.
 24. Work should be carried in such a manner by the contractor that no inconvenience is caused to the other persons.
 25. **Tenderer is advised to read the tender documents carefully and shall make himself familiar with local conditions, nature of work and its obligations etc.**
 26. Any wastage of labours and materials due to the site conditions will be on contractor's account and nothing extra will be paid on this account.
 27. Contractor shall be liable for payment of GST to Custom and central Excise department. A copy of valid registration certificate shall be provided to this office for record.
 28. Railway will provide necessary space if available for the storage of the material required for the construction work free of cost whereas the safety/security of the material will be the responsibility of the contractor. Railway is not responsible for any theft to the material or loss.
 29. The contractor shall ensure that the garbage, litter and filth collected after the maintenance of rakes are dumped only at pre-designated place as nominated supervisor or representative of Sr.DME(C&W).
 30. The contractor shall take utmost care to ensure that no damage to the Railway property takes place due to any act of his workmen, while carrying out the work under this contract. For any damages, contractor shall be responsible.
 31. Any circular, letter or amendment in GCC issued by Railway Board shall override the Conditions mentioned in other general conditions of the tender document and the same shall be binding on the contractor.
 32. No accommodation shall be given to any contractor(s) staff/Project in Charge for the purpose of stay. Also, no railway Pass/PTO shall be given to them.
 33. The contractor shall not use or allow any body to use the premises for any purpose other than that he was allowed under the contract. **All contractual staff should have valid police verification & ID during work.**
 34. Any misbehavior/misconduct by contractor staff is highly undesirable and such incidents if reported, will be penalized as per penalty clause.
 35. The contractor shall warn all his workmen to be careful while crossing the tracks against the movement of trains. The Railway accepts no claims in regard to any loss due to the accident on the track by the passage of trains.
 36. The contractor shall ensure that the workmen engaged by him do not indulge in any indecent behavior or create disturbance in the workplace during the course of work, failing which the contract shall be liable to be terminated.
 37. No accommodation shall be given to any contractor(s) staff/supervisors for the purpose of stay. No railway Pass/PTO shall be admissible to the men engaged by the contractor.
 38. The contractor shall provide safety equipment, Industrial helmet and safety shoes to all the employees and shall ensure the use of the same by his staff while on duty.
 39. The contractor shall be responsible for the safety of the staff deployed during the course of the work. No claim/compensation would be entertained by the railway for any type of accident/incident involving his staff. Any compensation, as required under the law would be payable by the contractor.
 40. The cost of damage to the railway property, if caused by the contractor during the execution of work will be charged on the contractor.
 41. Any misuse of Railway property will be viewed seriously and the actual cost with penalty will be recovered from the contractor's bills.
 42. The contractor shall follow the instructions of depot in charge/his representative in execution of the services.
 43. The stationery required for maintaining the daily formats and other registers are to be supplied by the contractor.
 44. The contractor must ensure compliance of all labour laws and safety measures for his staff as applicable.

45. In case wagons are not offered due to unforeseen circumstances contractor will have no claim for compensatory payment.
46. There shall be no maintenance period as mentioned para 16 (2) of GCC. However, if work performed by tenderer, fails due to poor qualities, suitable action may be taken against him.
47. That the contract labourers shall not have any claim for the absorption in the Railways.
48. The contractor shall comply with the provision of the hours of the employment regulations in respect of the staff employed, by him in the manner decided upon by the appropriate authorities.

Repair data sheet

(To be maintained Daily for Brake Block Change, at Yard/DDU)

Name of the work: Outsourcing of various activities at DRY during wagon examination in DDU division.

Date :

Shift: _____ Train No: _____

Line No.-

Work start:

Work complete:

S N	Wagon No	Brake block	brake block key	brake shoe	Other Material	Total in Nos.

Contractor's representative

JE/SSE/C&W

WORK REGISTER FORMAT
(To be maintained Daily for door closing, at Yard/DDU)

Name of Work: Outsourcing of various activities at DRY during wagon examination in DDU division.

Date :

Shift: _____ Train No: _____

Line No.-

Work start:

Work complete:

S N	Wagon No	DOOR CLOSE				Total in Nos.
		L1	L2	R1	R2	

Contractor's representative

JE/SSE/C&W

Repair data sheet

(To be maintained Daily for EM Pad Change, at Yard/DDU)

Name of the work: Outsourcing of various activities at DRY during wagon examination in DDU division.

Date :

Shift: _____ Train No: _____

Line No.-

Work start:

Work complete:

[illegible]

Contractor's representative

JE/SSE/C&W

(Format for Identity card to be issued by Contractor)

1. Name of work	:	<div>To be affixed passport size photograph</div>
2. Contractor's name	:	
3. Name of the staff	:	
4. Qualifications	:	
5. Present address	:	
6. Permanent address	:	
7. Phone no. (if any)	:	
8. Working site	:	
9. Identity Card no.	:	



SCHEDULE OF RATES

This rate schedule should be strictly filled in financial rate page on IREPS website only. Rates and any other financial entity in any other form /letter head if attached by tenderer shall be straightaway ignored and shall not be considered.

Tender No. : - RS-DRY-Tender-DDU-25

Name of the work: “Outsourcing of various activities at DRY during wagon examination in DDU division”.

S. No.	Description of work	Quantity	Unit	Unit Cost (in Rs.)	Amount (in Rs.)
1	Replacement &/or Fitment of missing Brake Block and Brake Block Key (shoe cotter). Item qty is number of per Brake Block.	270830	Nos.	23.50	6364505.00
2	Door closing work in wagons during examination at freight yard as per scope of work. Item qty is number of per Door.	667220	Nos.	17.70	11809794.00
3	EM Pad change. Item qty is number of per EM Pad.	122640	Nos.	35.40	4341456.00
4	Adapter change. Item qty is number of per Adapter.	42340	Nos.	56.64	2398137.60
Total Amount (including GST@18%)					Rs 2,49,13,892.60/-

Note:

- Rates should be quoted in reference to “Scope of Work”.
- The quantities shown in above Schedule are approximate and are as a guide to give tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above & no extra rate will be allowed on this account.
- Any Conditional offer will be summarily rejected.

I/We undertake to do the work at the rates quoted above for each item.

Dated _____

Signature of Tenderer(s)

ACCEPTANCE/ DEVIATION SCHEDULE

(Tenderer may add more sheets if space is not adequate)

<i>Clause No:</i>	<i>Accepted (Yes/No)</i>	<i>If No, List of Deviation(s)</i>
<i>Instructions to the Tenderer:</i>		
<i>Special Conditions:</i>		
<i>General Conditions of Contract:</i>		

Format for Performance Guarantee in the form of Bank Guarantee

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt_____ (hereinafter called “then said Contractor(s)”) from the demand, under the terms and conditions of as Agreement dated_____ made between_____ and _____ for (herein after called “the said Agreement”), or security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs _____ (Rupees _____ only).
2. We, _____ (Indicate the name of the Bank) (herein after referred to as “The Bank”) at the request of _____ (contractor(s)), do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
3. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contain in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding before any court of tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
5. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till FA & CAO/ECR/HJP office/department Ministry of Railway certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
6. We, _____ (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).
8. We, _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of 20
For _____
(Indicate the name of the bank)

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of “*Outsourcing of various activities at DRY during wagon examination in DDU division*” as per the tender no.- **RS-DRY-Tender-DDU-25** of East Central Railway, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE OF
THE TENDERER

Place:

Dated:

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

ANNEXURE – ‘C(A)’

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

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

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

**SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

**Place :
Dated :**

Mandate Form for EFT/ NEFT

1. PARTICULARS OF THE PARTY

- i) NAME:_____
- ii) ADDRESS:_____
- iii) PHONE No :_____MOBILE_____FAX No. _____
- iv) INCOME TAX PAN No.:_____EMAILID._____

2. PARTICULARS OF BANK ACCOUNT

- i) CITY:_____
- ii) BANK NAME:_____
- iii) BRANCH: _____
- iv) BANK ADDRESS:_____
- v) BANK TEL NO.:_____FAX No. _____
- vi) BANK MICR CODE (9DIGIT):_____
- vii) BANK IFS CODE: _____
- viii) BANK ACCOUNT NO:_____

(Please enclose a cancelled blank cheque)

- ix) ACCOUNT TYPE: (SAVING/CURRENT/CASH CREDIT):_____

3. Certified that the particulars furnished/with reference to Bank Account are correct and the bank guarantees to honour all EFT/ NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the bank

4. DECLARATION BY THE PARTY

I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e., FA & CAO, E. C. Railway, Hajipur will not be held responsible.

Date_____

Signature of the Party with Stamp

- 1) Names of tenderer/s_____
- 2) Whether individual/firm/_____Company/Co-operative

Society (duly registered)

- 3) Permanent Address:-
 - a. Business_
 - b. Residential_____

- 4) If a firm:-
 - a. Whether registered or unregistered, Partnership or Proprietorship:_____
 - b. Date & No. of Registration under Indian partnership Act:_____

NOTE: True copy duly attested or registered Partnership Deed is to be enclosed in case of partnership firm & copy of Certificate of Registration, under Indian Partnership Act, should also be enclosed.

- 5) If a Company:-
 - a. Whether incorporated in India:_____
 - b. Names & addresses of Directors:_____

NOTE:- A certified copy of the (i) Certificate of Incorporation (ii) Memorandum & Articles of Association, & (iii) last audited Balance Sheet & Profit & loss Accounts is to be enclosed.

- 6) If a Registered co- operative society of actual works:-
 - a. Name of the Society__
 - b. Name of the president _
 - c. Address_____
 - d. Date & No. of Registration of the Society_____

NOTE: - A certified copy of (i) Certificate of Registration, (ii) Memorandum of Articles of the Society, (iii) Last audited Balance sheet & Profit & loss Account should be enclosed with this tender.

Date _____

Reference-Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure-I of ITT of Indian Railway General Standard Conditions of Contract, April'2022

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India, Acting

through.....,

..... Railway,

Beneficiary.....Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee herein before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....*[insert date of issue]* till.....*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
through. ,
Railway.

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

Surety Bond No.:..... Issue Date :.....
Amount of Bond :..... Expiry Date :

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

AND

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

SB No.: Date :

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

1. KNOW ALL MEN by these present that I/We, the undersigned *[Insert name(s) of authorized representatives of the Surety]*, being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (**Rupees XXXX Only**) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond herein before shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is *[insert date of issue]*. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway herein before used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

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

Dated _____ the day of 2025

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

Place

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness

1.

2.

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

"End of Tender Document"