



**दक्षिण पूर्व मध्य रेलवे
SOUTH EAST CENTRAL RAILWAY**

**Mechanical Department
BILASPUR DIVISION**

Tender Document

निविदा सूचना सं.: 50-यांत्रिक-वैलडिंग-बीसीएन-अकलतरा, दिनांक: 13.06.2026.
Tender Notice No.: 50-Mech-Welding-BCN-AKT, Date: 13.06.2026.

कार्य का नाम: खुली निविदा के आधार पर चार साल की अवधि के लिए बीसीएन डिपो, बिलासपुर एवं अकलतरा सेक्शन के अंतर्गत विभिन्न साइडिंग्स एवं यार्ड में अनलोडेबल वैगनस के वेल्डिंग व रिपेयर गतिविधियों की आउटसोर्सिंग।

Name of work: Outsourcing of welding & repair activity for unloadable wagons at various sidings at section under BCN depot/Bilaspur and Akaltara station for a period of four years on open tender basis.

**जारीकर्ता
वरिष्ठ मंडल यांत्रिक इंजीनियर
दक्षिण पूर्व मध्य रेलवे, बिलासपुर(छ.ग.)**

1. Notice Inviting Tenderers (NIT)

For and on behalf of President of India, Divl. Rly. Manager (Mechanical), South Eastern Central Railway, Bilaspur Division, invites E-Tender in prescribed tender form through website www.ireps.gov.in from experienced firms for the under mentioned work against the tender notice number available in the website. Tenderers are to bid online only in the above-mentioned website.

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1.1 कार्य का नाम: खुली निविदा के आधार पर चार साल की अवधि के लिए बीसीएन डिपो, बिलासपुर एवं अकलतरा सेक्शन के अंतर्गत विभिन्न साइडिंग्स एवं यार्ड में अनलोडेबल वैगनस के वेल्डिंग व रिपेयर गतिविधियों की आउटसोर्सिंग।

Name of work: Outsourcing of welding & repair activity for unloadable wagons at various sidings at section under BCN depot/Bilaspur and Akaltara station for a period of four years on open tender basis.

कार्यस्थल: बीसीएन डिपो, बिलासपुर एवं अकलतरा सेक्शन के अंतर्गत विभिन्न साइडिंग्स एवं यार्ड/द.पू.म.रेलवे।

Location: Various sidings under BCN depot/Bilaspur and Akaltara station/S.E.C.R.

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

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

The above exemptions from payment of 'Tender document cost' and 'Earnest Money Deposit' shall be applicable for the MSME firms registered for the 'items tendered' or MSME firms registered for appropriate categories as per works mentioned in "Similar Nature of Works" for the instant tender. The tenderer has to submit documentary evidence for the same.

1.2 Tender documents consist of the following:

- i. Notice Inviting Tender (NIT)
- ii. Instruction to Tenderers (ITT)
- iii. General condition of contract
- iv. Special condition of contract
- v. Scope of Work
- vi. Penalties
- vii. Payment terms
- viii. Annexures, Appendices, Formats related to NIT, ITT, Special terms & conditions and Scope of work etc.
- ix. Checklist
- x. Bill of Quantity (BOQ)/Schedule of Rates

1.3 (A) निम्नलिखित अनुलग्नक एवं दस्तावेज़ निविदा के साथ जमा करना अनिवार्य होगा अन्यथा उनकी निविदा पर विचार नहीं किया जाएगा।

- i. 'अनुलग्नक-I', के अनुसार अंडरटेकिंग: किसी सेवानिवृत्त रेलवे इंजीनियर राजपत्रित अधिकारी के रोजगार/साझेदारी/ रिश्तेदार होने के संबंध में।
- ii. 'अनुलग्नक-II', के अनुसार अंडरटेकिंग: टर्मिनेशन या पेनाल्टी के आधार पर निविदाकर्ता की अयोग्यता के संबंध में।
- iii. 'अनुलग्नक-III', के अनुसार सम्बंधित नियोक्ता/एजेंसी द्वारा जारी किया गया अनुभव प्रमाणपत्र।

निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर(फ्रेट)
दक्षिण पूर्व मध्य रेलवे/ बिलासपुर(छ.ग.)
भारत के राष्ट्रपति की ओर से एवं उनके लिए

- iv. 'अनुलग्नक-IV', के अनुसार टर्नओवर और नेट करेन्ट एसेट के साथ ऑडिटेड बैलेंस शीट, जो चार्टर्ड अकाउंटेंट द्वारा सर्टिफाई किया गया हो।
- v. 'अनुलग्नक-V(A)' के अनुसार घोषणा :एटॉर्नी/ प्राधिकृत हस्ताक्षरकर्ता/ साझेदारी फ़र्म/ संयुक्तउद्यम (जेवी)/ हिन्दू अविभाजित परिवार (एचयूएफ़)/सीमित देयता भागीदारी (एलएलपी) आदि के प्रत्येक सदस्य के लिए प्रमाण पत्र।
- vi. 'परिशिष्ट-2' के फूटनोट के अनुसार निविदाकार की वैध स्थिति की जानकारी हेतु दस्तावेज़।
- vii. 'अनुलग्नक VI' बेकिंग रिफ़रेन्स लिक्विडिटी के समर्थन में शैडयूल्ड बैंक द्वारा जारी किया गया हो।
- viii. इस कार्य हेतु प्रस्तावित योग्य एवं कुशल वेल्डर्स की योग्यता से संबन्धित वेल्डर ट्रेड मे आईटीआई सर्टिफिकेट जो की मान्यता प्राप्त संस्था से संबन्धित (कम से कम 18 नग)।
- ix. सम्बंधित वाहन (03 नग पिक-अप) के सभी एवम स्वीकार्य दस्तावेज जैसे कि रजिस्ट्रेशन सर्टिफिकेट, फिटनेस सर्टिफिकेट, बीमा आदि एवम दूसरे का वाहन होने की स्थिति मे वाहन देने संबन्धित लीगल कॉन्ट्रैक्ट एग्रीमेंट जो की पूरी निविदा अवधि हेतु हो। (प्रत्येक वाहन सन् 2024 या उसके बाद का रजिस्टर्ड हो)।

If following documents are not submitted by bidder; their bid(s) will not be evaluated.

- i. Undertaking as per **Annexure-I** regarding Employment/Partnership/Relatives of any retired Railway Engineer/Gazatted Officer/Relative.
- ii. Undertaking as per **Annexure-II** regarding Disqualification of Bidders w.r.t. Termination or Penalty.
- iii. Experience certificate as per **Annexure-III** issued by respective Employer(s)/Agency.
- iv. '**Annexure-IV**' for Turnover and Net current asset along with the audited balance sheet duly certified by Chartered Accountant.
- v. Declaration as per **Annexure-V(A)**: Certificate for attorney/authorized signatory/each member of Partnership Firm /Joint venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc.
- vi. Supporting Document(s) regarding Legal status of the tenderer as per footnote of **Appendix 2**.
- vii. Banking reference should be as per '**Annexure-VI**' duly issued by Scheduled Bank.
- viii. Copy of ITI certificates from a recognized institution in the Welder trade (Minimum 18 nos.).
- ix. Valid documents like Registration certificate, Fitness certificate, Insurance etc and in case of vehicle(s) are to be engaged from outside, a contract agreement with the owner of vehicle for complete tenure of contract of three nos. pick up van(s). The vehicle(s) must be registered in the calendar year 2024 or later.

1.4 (B) बीडर द्वारा बीड के साथ जमा किये जाने वाले अन्य महत्वपूर्ण दस्तावेज:

- i. कंपनी एस्टेब्लिशमेंट सर्टिफिकेट एवं कंपनी को मिले वर्कआर्डर की कॉपी/एग्रीमेंट की कॉपी/ कम्पलीशन सर्टिफिकेट आदि, कंपनी के ऑपरेशन के प्रमाण के तौर पर।
- ii. बोली खुलने की तारीख से पहले की पिछली चार तिमाहियों के संबंध में उपलब्ध जनशक्ति (Manpower) के समर्थन में ईपीएफओ भुगतान पुष्टि रसीद (TRRN Details) (ईपीएफओ द्वारा विधिवत जारी की गई और जिसकी ईपीएफओ स्थापना खोज द्वारा जांच की गई है, केवल भुगतान की गई भुगतान पुष्टि रसीद पर ही विचार किया जाएगा)

Other important documents to be submitted by the bidder(s) along with bid:

- i. Company establishment certificate and company's work order copy/agreement copy/completion certificate etc as proof of experience in operation.
- ii. EPFO Payment Confirmation Receipt (TRRN Details) in support of available manpower (duly issued by EPFO and whom same has been checked "EPFO Establishment Search" only paid payment confirmation receipt will be consider) in respect of the previous four quarters preceding the date of opening of bid.

- 1.4** यदि निविदा खुलने के दिन अवकाश/ बंद/ हड़ताल आदि के कारण निविदा न खुल पाए, तो निविदा जमा करने की अवधि को नहीं बढ़ाया जाएगा। हालाँकि निविदा सुविधानुसार/ अगले कार्यालयीन दिवस में खोले जायेंगे। In case the date of closing mentioned in the Notice Inviting Tender is declared holiday/ bandh/ strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, opening of tender online will be on any convenient day.

- 1.5** निविदा प्रपत्र अहस्तांतरणीय है। निविदाकर्ता द्वारा निविदा दस्तावेज में डिजिटल हस्ताक्षर/ हस्ताक्षर किया जाना चाहिए क्योंकि निविदाकर्ता का र्थनिष्पादन के लिए निविदादस्तावेज में वर्णित सभी शर्तों एवं अनुबंधन को मानने के लिए बाध्य होंगे। The tender form is not transferable. The tender document should be digitally signed/ signed by the tenderer positively as tenderer shall be constrained to follow all terms & conditions as laid down in the tender documents for execution of the work.
- 1.6** यदि निविदा दस्तावेज में फर्म के प्रतिनिधि/ साझेदार द्वारा हस्ताक्षर किया जाता है तो ऐसी परिस्थिति में मालिक की ओर से उचित रूप में ऑटो शक्ति देने के संबंध में जारी प्राधिकृत सिग्नेटरी/ साझेदारी पट्टा, निविदा दस्तावेज के साथ प्रस्तुत किया जाए। If the tender documents are signed by the Representative/Partner of the firm, the Power of Attorney towards authorized signatory/partnership deed issued from proprietor in proper manner should be produced along with the tender documents.
- 1.7** निविदा “दो पैकेट प्रणाली” पर आधारित होगा। The Tender shall be consisting of “Two Bid System”.
- 1.8** निविदा की सामान्य शर्तों (सेवा)-2018 के अनुसार कार्य की मात्रा को बढ़ाने/ कम करने संबंधी अधिकार रेलवे के पास सुरक्षित रहेगा। The Railway reserves the rights to increase/decrease the quantity of work as per GCC (Service)-2018 with latest correction slip.
- 1.9** प्रस्तावित दरें निविदा खुलने की तिथि से **60 दिनों** के लिए वैध होगा। The offered rates will be valid for **60 days** only from the date of tender opening.
- 1.10** स्वीकृत दरें निष्पादन की तिथि से कार्य की संविदा की संपूर्ण अवधि के लिए मान्य होगा। The accepted rates will be valid for entire Contractual period of work from the date of execution.
- 1.11** कार्य का निष्पादन अनुसूची एवं कार्य की प्रकृति के अनुसार होना चाहिए। The work should be executed as per schedule & scope of works.
- 1.12** सामग्रियों, उपकरणों की ढुलाई पर होने वाले परिवहन व्यय एवं जन-शक्ति आदि के प्रबंध संबंधी सभी व्यय निविदाकर्ता स्वयं वहन करेगा। The transportation charges towards the carrying of materials, equipment's and man power etc. will be borne by the tenderer himself.
- 1.13** कार्य निष्पादन के दौरान रेलवे परिक्षेत्र के अंतर्गत दुर्घटना में ठेकेदार के कर्मचारी घायल/उसकी मृत्यु होती है तो ऐसी परिस्थिति में रेलप्रशासन की ओर किसी प्रकार की क्षतिपूर्ति नहीं दी जाएगी। In case of any accidental injury/death to the staff of Contractor within Railway Premises during execution of the work, no Compensation will be awarded from the Railway Administration side.
- 1.14** मूल्य परिवर्तन अनुच्छेद: इस ठेके में स्वीकृत मूल्य में मूल्य परिवर्तन स्वीकार किया जाएगा। अतः निविदाकार इस बात को ध्यान में रखते हुए इस कार्य के लिए मूल्य भरे। Price Variation Clause: Price variation in rates will be acceptable; as such the contractor shall quote the rates considering the price variation likely to occur during the execution of contract.
- 1.15** निविदाकर्ता द्वारा दस्तावेजों के साक्ष्य प्रस्तुत करने के लिए एक चेक लिस्ट की सूची जिसमें पृष्ठवार उल्लेख होना चाहिए, निविदा प्रपत्र के साथ संलग्न करे। A check list for the submission of documentary proof by the tenderers should be furnished folio wise and attached along with tender form.
- 1.16** सभी निविदाकार यह सुनिश्चित करें की वे जी.एस.टी. के नियमों के पालन करें एवं जी.एस.टी. की विभिन्न दरों से अवगत रहे। All the bidders/tenderers should ensure that they are GST compliant and their structure/rates are as per GST law.
- 1.17** रेलवे के पास यह अधिकार होगा कि वह बिना कोई कारण बताए आदेश/निरस्त/संशोधन अथवा उसमें परिवर्तन कर सकता है। The Rly. Reserves the rights to order/cancel/amend or modify tender without assigning any reasons.
- 1.18** बयाना जमा राशि-निविदा के साथ निविदा प्रपत्र राशि के अलावा उपरोक्तानुसार बयाना राशि जमा करना होगा जो कि वित्त एफए एंड सीएओ/ द.पू.म. रेलवे/ बिलासपुर (छत्तीसगढ़) के पक्ष में देय होगा। यह राशि IREPS के पेमेंट चैनल के द्वारा जमा की जा सकती है। उक्त राशि जमा नहीं करने पर निविदा स्वीकार नहीं किए जाएंगे। **Earnest Money Deposit-** Tender must be accompanied by Earnest Money Deposit separately with tender document cost. Same can be paid on

account FA&CAO/SECR/BSP payable at Bilaspur (Chhattisgarh) deposited through payment channel available on IREPS, failing which the tender will not be considered and will be summarily rejected”.

1.19 उपर्युक्त निविदा सूचना एवं निविदा दस्तावेज भारतीय रेलवे के वेबसाइट www.ireps.gov.in पर भी उपलब्ध है। इसे ऑनलाइन भरकर जमा किया जा सकता है। हालांकि निविदा प्रस्तुत करते समय बयाना राशि के अलावा उक्त कार्य के लिए उल्लिखितानुसार निविदा दस्तावेज की लागत की राशि भी अलग से जमा करनी होगी, अन्यथा निविदा सरसरी तौर पर रद्द कर दी जाएगी। The above tender notice and tender document is available on the Web Site of Indian Rly – www.ireps.gov.in. Same can be filled and submitted online. However, a separate payment to be done towards the cost of tender document separately in addition to earnest money while submitting the tender, otherwise the tender will be summarily rejected.

1.20 रेल प्रशासनई- टेंडरिंग द्वारा निविदा जमा करने में किसी प्रकार के विलंब/ कठिनाइयों/ अगम्य के लिए उत्तरदायी नहीं होगा। किसी प्रकार की भिन्नता/ विवाद होने की स्थिति में कार्यालय में उपलब्ध निविदा दस्तावेज की मास्ट रकॉपी मान्य होगा और निविदाकार(रों) के लिए बाध्यकारी होगा। इस प्रकार के मामले में कोई भी दावा स्वीकार्य नहीं होगा।

Rly. Administration shall not be responsible for any delay/difficulties/inaccessibility while submitting tender form through e-tendering by tenderer. In case of any discrepancy, Master copy available in the office shall be treated as reference and No claim on this account shall be entertained.

1.21 इस निविदा में किसी भी प्रकार की दुविधा/ संदिग्धता की स्थिति में रेलवे बोर्ड द्वारा जारी निविदा के सामान्य शर्तें(सेवा)-2018 नवीनतम सुधार स्लिप के साथ लागू होगी। In case of any kind of ambiguity the General Condition of Contract (Services)-2018 with latest correction slip of Railway Board will be applicable.

1.22 निविदा प्रपत्र के लिखित शब्दों में संदिग्धता की स्थिति में अंग्रेजी में उल्लिखित शब्द पर विचार किया जाएगा। In case of doubt/ambiguity in tender document, matter written in English will supersede what is written in Hindi.

1.23 निविदाकर्ताओं को ई-प्रमाणपत्र की एक प्रति प्रस्तुत करनी होगी जिसमें यह उल्लेख हो कि बोली के साथ प्रस्तुत उनके सभी विवरण /दस्तावेज सत्य और तथ्यात्मक हैं। रेलवे बोर्ड के पत्र संख्या 2022/CE-I/CT/GCC पत्राचार, नई दिल्ली दिनांक 14.05.2024 के अनुसार: "आईआरईपीएस मॉड्यूल पर, अनुलग्नक-V को ऑनलाइन जमा करने की सुविधा पहले ही उपलब्ध करा दी गई है, इसलिए निविदाकर्ता द्वारा जीसीसी के अनुलग्नक-V को डाउनलोड करने और भौतिक रूप से हस्ताक्षरित अनुलग्नक-V को अपलोड करने का प्रावधान आईआरईपीएस पर बंद कर दिया गया है। "निविदाकर्ता के लिए यह अनिवार्य होगा कि वह उस राज्य की पहचान करे और स्व-सत्यापित सहायक दस्तावेज प्रस्तुत करे जिसके द्वारा वह निविदा दस्तावेज में उल्लिखित मानदंडों को पूरा करता है।

बोलीदाता यह भी ध्यान रखें कि: रेलवे, बोलीदाता द्वारा अपने निविदा प्रस्ताव में प्रस्तुत सभी कथनों, सूचनाओं और दस्तावेजों को सत्यापित करने का अधिकार सुरक्षित रखता है, और बोलीदाता, रेलवे द्वारा अपेक्षित होने पर, ऐसे सत्यापन के लिए आवश्यक सभी सूचनाएं, साक्ष्य और दस्तावेज उपलब्ध कराएगा। रेलवे द्वारा ऐसा सत्यापन या उसका न होना, बोलीदाता को उसके दायित्वों या देनदारियों से मुक्त नहीं करेगा और न ही इससे रेलवे के किसी भी अधिकार पर कोई प्रभाव पड़ेगा।

The tenderers shall submit a copy of E-certificate stating that all their statements/documents submitted along with bid are true and factual. Vide Railway board Letter No- 2022/CE-I/CT/GCC correspondence, New Delhi Dated 14.05.2024: "On IREPS Module, a facility has already been created for online submission of **Annexure-V**, Therefore the provision of downloading of **Annexure-V** of GCC & uploading of physically signed **Annexure-V** by the tenderer had been discontinued on IREPS"

It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he qualifying the criteria is mentioned in the Tender Document.

Bidder may also note that: 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. A verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

1.24 Bid Evaluation System: Minimum Eligibility Criteria:

1.24.1 Work Experience: (2.6.1.1 of GCCS 2018)

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The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single service contract for a minimum of 35% of advertised value of the bid. Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

Similar nature of work would mean the following: -

“On train repairs of damaged freight wagons at various Railway loading points and yards by deploying certified & skilled welders.”

OR

“Wagon rehabilitation/rebuilding work or wagon body repair work for Indian Railways by deploying certified & skilled welders.”

OR

“Supply of certified & skilled welders to Railway or any other Government department of state or Central Government or State and Central PSUs for carrying out welding or fabrication or repairs work in steel structures.”

OR

“Welding/Fabrication work executed in Central Govt. Organization OR “State Govt. Organization OR Govt. Undertaking Organization OR Railway PSU OR Railway PU [Production Unit] OR in any Zonal Railway by deploying certified & skilled welders.”

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

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

1.24.2 Financial Standing: The Bidder will be qualified only if they have minimum financial capabilities as below:

SN	Weightage	Technical criteria	Documentation	Scoring
1	20%	<p>Previous work done The bidder shall submit documents related to completed/on-going similar service contracts during the last three previous financial years and the current financial year along with the details payments received and percentage penalties imposed therein to classify the completed/on-going similar service contracts in the following categories.</p> <p>1) Payment received more than or equal to 80% or 50% or 40% or the current advertised value and percentage penalties imposed therein.</p>	<p>Certificate from client firm authorizing payment received along with percentage penalties imposed, contract-wise for completed/on-going similar service contracts with satisfactory performance.</p>	<p>Scoring method: For each completed/ on-going similar service contracts with satisfactory performance shall be as under: (a)100 marks if the bidder has completed or received payment as under: 1 project>80% or 2 projects>50% or 3 or more projects >40% of the advertised value of the bid. (b) 50 marks if the bidder has completed or received payment as under: 1 project>50% or 2projects>40% of the advertised value of the bid. (c) 20 marks if the bidder has completed or received payment as under: 1 project> 40% value completed</p> <p>No marks if all projects< 40% value completed. Deduction for percentage penalty imposed in the respective completed/ on-going similar service contracts; the score of each completed/ on-going similar service contacts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% of contract value shall not be considered for calculation of scores for this purpose.</p>

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2	35%	Turnover (in last three and current financial year) (Less than 1.5 times the value of work is not eligible)	A per audited balance sheet certified by the CA.	(a) 100 marks: more than 15times advertised value of work. (b) 80 marks:8-15 times advertised value of work. (c) 60 marks:3-8 times advertised value of work. (d)40 marks: 1.5-3 times advertised value of work.
3	20%	Number of years in operations (Firms having less than 1year of experience are not eligible)	Company establishment certificate and company's work order copy/agreement copy/completion certificate etc. as proof of operation. Years shall be counted from the date of agreement of the work.	(a) 100 marks- more than 8 years (b) 80 marks- 5- 8 years (c) 60 marks- 2-5 years (d) 40 marks- 1-2 years
4	25%	Size of workforce The bidder must have a minimum 57 nos. of personnel on the organization's pay roll.	EPFO challan/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of Bid should be submitted in support of their qualification.	(a)100 marks if the bidder's workforce on roll is greater than 3 times of the total workforce required in this Bid. (b)70 marks if workforce on roll is equal to or up to 3 times the total workforce required in this Bid. (c)No marks if workforce on roll deployed is less than the total workforce required in this Bid.

- (i) **T1- Financial Turnover:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year **(i.e. 2026-27)** upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with stamp, signature and membership number shall be considered.

In case of Joint Venture firm:

The averages turnover of JV will be based on percentage participation of each member. Let member 1 has percentage participation = M and Member 2 has percentage =N, Let the averages annual turnover of member 1 is A and that of member 2 is B, then average annual turnover of JV will be = (AM+BN)/100

Note: If Audit Balance sheet for financial year 2025-26 and 2026-27 [April, May, June] is not available, a certificate from the Chartered Accountant issued on the basis of any other government approved document(s) like GST return/VAT statement/26AS statement of Income Tax Department will be considered as standard documents for financial turnover/contractual payment for the said financial year. (The CA certificate should clearly state that this certificate has been issued on the basis on GST return/VAT statement/26AS statement.)

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

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (As seen from the Balance Sheet) are negative, only the Banking reference will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking reference will be considered for working out the Liquidity.

The Banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.

If neither audited figure of latest completed financial year* nor banking reference is submitted, then the tender shall be summarily rejected.

Note: Sample format of Bank Reference Certificate is available vide **Annexure-VI**.

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2. INSTRUCTIONS TO TENDERER (ITT)

2.1 Mechanical Department, Bilaspur Division of S.E.C. Railway invites open tender through e-tendering system in Two Packet bid under Service contracts (GCCS-2018) from eligible agencies for the work mentioned in NIT above.

2.2 This Tender/Contract will be governed by the General Conditions of Contract for Services- 2018 with latest correction slip. all the bidders are advised to follow strictly GCC for Services with latest correction slip.

2.3 DOCUMENTS COMPRISING THE TENDER: The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender, and shall form part of the Contract:

- a) Appendix 1 to the Form of Tender: Bid Form (First Sheet);
- b) Appendix 2 to the Form of Tender: Tenderer information sheet;
- c) Appendix 3 to the Form of Tender: Indemnity bond to be filled by contractor and staff;
- d) Appendix 4 to the Form of Tender: Bank Mandate/NEFT form;
- e) Appendix 5 to the Form of Tender: undertaking of financial stability;
- f) Appendix 6 to the Form of Tender: Obligation/Statutory compliance;
- g) Appendix 7 to the Form of Tender: Details of EPFO for last four quarters before the month of opening of tender.
- h) Undertaking as per Annexure 'I', Annexure 'II', Annexure 'III', Annexure-'IV' and Annexure 'V(A)'. Annexure-'VI'.

2.4 ELIGIBILITY OF BIDDERS AND BID EVALUATION

- (a) Elements of Service Contracts and Procedures thereof
- (b) Essential elements of a Service Contract: Service contracts are generally defined by scope, (e.g., services expressed in terms of functions, processes, activities, or projects), governance (e.g., decision powers, roles and responsibilities), operations (e.g., day-to-day operating procedures), financial arrangements (e.g., fee structures, settlement arrangements), performance (e.g., expected outputs, levels of service, reporting) and implementation (e.g., activities, timelines, level of effort). Quality of services and timely availability of services is essential for the satisfactory performance of a Service Contract. Bids/ Tenders have to be framed in such a manner in which these basic elements are ensured.
- (c) For service contract valuing Rs. 50 Lakhs and above (the cost of bid as decided by Railway Board from time to time), at present two packet system of bidding for evaluation would be adopted based on clause 1.26 and 2.10.

2.5 Qualification Criteria (As per GCC Service-2018)

Eligible Applicant:

- a) The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- b) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.
- c) Any Central government department! Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.
- d) If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.
- e) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process.
- i) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;
- ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged

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in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project."

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

2.6 Evaluation of Technical bid:

2.6.1 Bidder's credentials:

a. The bidder shall submit along with the Bid document, documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid. In two packet system of bidding, each bidder shall be assigned score for their technical bid. The score of technical bid should be more than or equal to minimum qualifying marks as mentioned in bid document. The system of assigning score shall be as per the bid document.

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

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

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

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

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

2.6.2 Bid Evaluation System: Evaluation of the tenders shall be done as per the following system:

Having bid value exceeding Rs. 50 Lakh, the method of two packet system is necessary for evaluation of bids and procedure is defined below:

a. **Two packet System:** The procedure detailed below shall be adopted for dealing with "Two Packets System" of Bidding: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. In this system, the Bidders shall submit their offers in two packet system through IREPS with Technical bid & financial Bid. Necessary document shall be uploaded by the Bidders through IREPS portal at the time of submission of the offer.

b. The first packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the Bidders. If the technical offers are found acceptable by meeting the minimum qualifying marks i.e., 60 Marks and the second packet shall be opened and the bids shall be process for finalization in the normal manner (eligible lowest bidder). Those Bidders who do not meet this criterion shall not be considered for opening the financial Bid.

c. However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc; communication can be initiated with the bidders in seeking clarifications. All communication with bidder shall be properly recorded so that an audit trail is maintained. Clarification shall be confined to the documents/information already submitted by the bidder.

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- d. The score of technical bid should be more than or equal to minimum qualifying marks of 60 Marks. Bidders who do not meet the minimum qualifying marks of 60 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.
- e. The tentative workforce (no. of workers) required in the instant work has been mentioned in scoring table in NIT above under point no. 4. (Bidders shall submit information about the workforce on their roll as per format attached as Appendix— 7 in respect of previous four quarters preceding the date of opening of bid in support of their qualification.

2.6.3 Evaluation of Financial bid: In case, the evaluated financial offers of two or more technically qualified bidders are lowest and same, then the bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per above clause) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three financial years and the current financial year shall be considered as the lowest bidder.

2.7.(a) Disqualification of Bidders:

(a) Employment / Partnership etc. of Retired Railway Employees

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

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

- i. If the bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
- ii. The contractor shall be disqualified from participating in the bidding for services in a Railway division, If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 in that Railway division, with in the previous 2 years from date of submission of bids. In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format

in the form of **Annexure II** is a part of the tender document. In case this declaration is found to be false, process for “banning of businesses” against the bidder/contractor shall be initiated as per extent rules. Bids without the information in the form of **Annexure II**, shall be summarily rejected.

2.7.(b) TENDER VALIDITY

a. The Tender shall be valid for a period as mentioned in NIT above.

b. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by tele-fax. A bidder may refuse the request without forfeiting his tender security. A bidder agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

c. To assist in the work, evaluation and comparison of Tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing only through e-tendering portal but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 1.26 of NIT.

2.8. Currencies of the tender: Tender prices shall be quoted in Indian Rupees only.

2.9. The rate quoted by the tenderer shall be inclusive of GST & all taxes leviable by the union of India/State Govt./Civil authorities and other charges required for carrying out the work successfully.

2.10. Tenderer has to upload the scan copy of PAN card.

2.11. Tenderer has to upload GST Registration certificate.

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.

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.

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.

It shall not be obligatory on the authority to accept the lowest tender and no tenderer /tenderers shall demand any explanation for the cause /rejection of his /their tender.

If the tenderers deliberately give/gives wrong information in his /their tender or create /creates circumstances for the acceptance / his/ their tender, the Railways reserves the rights to reject such tender at any stage.

Tenderer has to upload the scan copy of vendor mandate form duly filled from Bank as per format given in the tender document (**Appendix-4**).

2.12 Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking, as per format **Appendix-6** to this effect with bid.

2.13 Details of Earnest Money Deposit (EMD): The earnest money should be deposited on line on ireps portal only. The tenderer(s) shall be required to deposit Earnest Money with the tender for the due performance with stipulation to keep the offer open till such date as specified in the tender, under

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वरिष्ठ मंडल यांत्रिक इंजीनियर(फ्रेट)
दक्षिण पूर्व मध्य रेलवे/ बिलासपुर(छ.ग.)
भारत के राष्ट्रपति की ओर से एवं उनके लिए

the condition of tender. The earnest money shall be % of the estimated tender value as indicated in the tender notice as per the following table:

S.N.	Value of the work (Tender Value)	EMD
i	For works estimated to cost up to Rs. 1Crore.	2% of the estimated cost of the work.
ii	For works estimated to cost more than Rs.1 Crore.	Rs.2 Lakhs plus ½ % (half percent) of the excess of estimated cost of work beyond Rs.1 Crore subject to a maximum of Rs.1 Crore.

Note: -

* The earnest money shall be rounded to the nearest Rs.100. This earnest money shall be applicable for all modes of bidding.

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

2.15 If her Bid is accepted, this earnest money mentioned in sub clause 4.1 above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of this General Conditions of Contract for service-2018. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

2.17 PERFORMANCE GUARANTEE:

i) The successful bidder shall have to submit a Performance Guarantee (PG) valuing **5% of the contract value in four separate parts of 1.25 % each of the contract value**, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA) **in the office of Sr.DME(Co)/Bilaspur(C.G.)/SECR.** Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

ii) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways

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

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

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

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

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

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

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

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

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

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

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

(c) The Contract being determined or rescinded under provision of the GCC (Service Contract)-2018, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

Irrevocable bank guarantee in the prescribed format, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled Foreign Bank payable at Bilaspur. The bank issuing the

bank guarantee must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS.

2.18 Partnership Deeds, Power of Attorney Etc.: The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

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

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

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

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

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

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

(e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

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

2.22 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered. A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions.

2.23 The tenderer has to submit the power of attorney duly stamped and authenticated by a notary Public or by Magistrate in favour of the firm or any other person specifically authorizing him with his DSC (Digital Signature Certificate) to submit / upload the tender in IREPS.

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

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

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

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

2.25 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 endeavor 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 same.

2.26 Care in Submission of Bids:

i) Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are considered and that the rates she enters in the Bid forms are adequate and all-inclusive to accord with the provisions in Clause – 4.42 of the General Conditions of Contract of GCC for Services-2018 for the delivery of services to the entire satisfaction of the Manager.

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

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

3. GENERAL CONDITIONS OF CONTRACT

- 3.1. This tender is governed by General Condition of Contract for Services-(2018) and various letters issued by Railway Board with latest amendments & special term and condition of contract. However, whenever the term of GCC contradicts the special terms and conditions of contract of tender documents in such cases special conditions of contract will prevail. Tender must go through GCC for Services- 2018(available at www.indianrailways.gov.in) & special condition of contract before quoting the rates.
- 3.1.1 E-Tenders have been invited for and on behalf of the President of India of India through website www.ireps.gov.in for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above-mentioned website. All the mandatory places in this tender, filled with marked with (*) are to be filled in by the tenderer. No manual offer is acceptable against this tender No tender document in hard copy will be sold against this tender no. Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.
- 3.1.2 E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
- 3.1.3 The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in para-2 above as well as schedule of tender, General and Special Conditions
- 3.1.4 The tender offer complete in all respect and with all document is to be submitted online by e-tendering process through the website www.ireps.gov.in before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender, no manual offers shall be accepted.
- 3.1.5 The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion 15 days before the due date of date of opening of the tender as corrigendum.
- 3.1.6 Corrigendum as required may be issued upto 15 days prior to the closing of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderer is requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.
- 3.1.7 This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Condition of the Tender, Special Condition of the tender, Specifications of the works & various Annexure etc. All the above-mentioned documents taken together if not scored off, shall constitute the complete tender document herewith referred to as "Tender Document" & have to be rear together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation. The Railway and the website will have no responsibility for incorrect evolution of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No. claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderer are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.
- 3.1.8 The Railway and the website will have no responsibility for incorrect evolution of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled correctly and unambiguously for each item for each item. No. claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderer are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.

- 3.1.9 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reason related to the website and portal or server etc. beyond the control of Railways.
- 3.1.10 Railway and IREPS website will not take responsibility for any payment made by the tenderer and debited from his/their accounts towards the tender cost or Earnest Money due to wrong or mis manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.
- 3.1.11 The document uploaded or information furnished in the website is digitally signed by the competent authority.
- 3.1.12 Tenderer(s) are advised to take utmost care while scanning/uploading the documents related to their eligibility. Railway administration will not be responsible for improperly scanned/ uploaded document, corrupt file; illegible documents etc and the same will not be considered for further evolution.
- 3.2 **Inconsistency between the Documents:** The GCC (Service)-2018 shall be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. However, in case of any inconsistency and contradictions between the same and special conditions and specifications laid in various chapter of this tender document, the later shall prevail.
- 3.3 **Opening of Tender:** In case the date of closing mentioned in the Notice Inviting Tender is declared holiday/ bandh/ strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, opening of tender online will be on any convenient day.
- 3.4. **Submission of Document in support of Eligibility Criteria:** All documents in support of fulfillment of Eligibility criteria with respect to Eligibility Criteria should be uploaded online in the website with scanned copy at the time of tender bidding with details showing in the Annexures **as per Check list**. Eligibility of the tenderers shall be decided solely on the basis of the documents submitted along with the tender offers.
- No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical and Commercial offers. Even post tender letters of the tenderers shall be treated as NULL & void.
- 3.5 No reference to previous deposit of Earnest Money for adjustment against the present tender will be accepted for any request for recovery from outstanding bills towards the Earnest Money against the present tender will be entertained.
- 3.6 The cancellation of any document such as power of attorney, partnership deed etc. shall forth with be communicated by the contractor to the Railway in writing failing which the Railway shall have no responsibility or liability for any action on the strength of said documents.
- 3.7 The practice of verification of tenderer documents by the railways is being dispensed subject to:(i) The railway reserves the right to verify all statements, information and documents submitted by the bidders in his tender offer, and the bidder shall, when so required by the railways, may available all such information, evidence and documents as may be necessary for such verification. Any such verification or all lack of verification, by the railways shall not relieve bidder of its obligation or liabilities hereunder nor will it affect any rights of the railways there under. If the date of opening happens to be a BANDH or Holiday, the tender will be opened at the same time on the following working day.
- (ii) In case of any wrong information submitted by the Tenderer, the contract shall be terminated, Earnest Money Deposited (EMD), Performance guarantee (PG) and Security deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 years.

3.8 Termination Clause (As per GCC for Services-2018 Clause no 7.4):

If the contractor fails to perform the work or part of the work mentioned in the tender schedule, the contractor will be responsible for the loss sustained by the railway. If the performance of the work being carried out by the contractor is not satisfactory, the Railway Administration will be at liberty to terminate this contract without risk and cost of the contractor on giving seven days' notice in writing to the contractor and the contractor shall not be entitled to any compensation by reason thereof. The decision of the Railways 'competent authority in this regard will be final and binding on the contractor.

3.9 Notice to Public bodies: The contractor shall give notice to the Municipality, Police and other authorities that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of his own operation in execution the contract. He should make good any damage to adjoining premise whether public or private and provide and maintain any light etc. required in night.

3.10 Postponement: The successful tender(s)/Contractor(s) shall have no claim whatsoever against the Railways if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the overall interest of the Railways Administration or for any reason beyond the control of Railways/Administration. The decision of the Railways in this regard shall be final and binding of tender(s)/Contractor(s), and Railways in no way be responsible for compensating for the same.

3.11 Force Majeure Clause: This will be as per Clause 4.12 of General Conditions of Contract for services, --2018 or latest.

3.12 Settlement of Disputes-Indian Railway Arbitration Rules: This will be as per Content VIII of General Conditions of Contract for services -2018 or latest.

3.13 Law Governing the Contract: This will be as per Clause 4.2 of General Conditions of Contract for services, --2018 or latest.

3.14 Determination of Contract: This will be as per Content VII of General Conditions of Contract for services, --2018 or latest.

3.15 Subletting and Assignment: This will be as per Clause 4.5 of General Conditions of Contract for services, --2018 or latest.

3.16 Provision of Efficient and competent staff at sites by the contractor – This will be as per clause 4.26 content IV General obligations of General Conditions of contract for services –2018 or latest.

3.17 Digital content labour management system – This will be as per clause 4.44 content IV General Obligations of General Conditions of contract for services – 2018 or latest.

3.18 Extension of Time- This will be as per clause 5.1 content V Variations, Measurement and Payments of General Conditions of contract for services – 2018 or latest.

3.19 Extension of Time for Delay Due to Contractor- This will be as per clause 5.2 content V Variations, Measurement and Payments of General Conditions of contract for services –2018 or latest.

3.20 Modification of contract to be in writing: This will be as per clause 5.3 content V Variations, Measurement and Payments of General Conditions of contract for services -2018 or latest.

3.21. Variations in Quantities during Execution of Service Contracts:

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

- 1) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- 2) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

- (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
- (i) Quantities operated in excess of 125% but 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;
- (ii) 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;
- (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

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

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

- 3) In cases where decrease is involved during execution of contract -
 - (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- 4) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- 5) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 6) For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- 7) For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager.
- 8) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

3.22 Railway has the right to determine the contract by short closed/terminated at any stage if found necessary in the part of railway interest as per clause 7.1 of GCC for services -2018.

3.23 **Legal Obligation of the contractor:** - The contractor shall be responsible for carrying out all legal obligations under this guarantee. Broadly they are as under: -

- a. Minimum Wages Act' 1948 [As per GCCS-2018 clause 6.5].
- b. Payment of wages Act' 1936 [As per GCCS-2018 clause 6.6].
- c. Contractor Labour (Regulation and Abolition Act'1970) [As per GCCS-2018 clause 6.4].
- d. The Workman's Compensation Act'1923 [As per GCCS-2018 clause 6.8].
- e. EPF & Miscellaneous Provisions Act 1952 [As per GCCS-2018 clause 6.7].
- f. Employees' State Insurance Act 1948.
- g. Payment of Bonus Act'1965.
- h. The contractor shall also fulfill any other required legal obligations as the part of this contract.

3.24 **Police verification of Labour employed by Contractor:** The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for

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वरिष्ठ मंडल यांत्रिक इंजीनियर(फ्रेट)
दक्षिण पूर्व मध्य रेलवे/ बिलासपुर(छ.ग.)
भारत के राष्ट्रपति की ओर से एवं उनके लिए

Indian Railways within 15 days of issue of "Letter of Acceptance" (Clause 6.16 of GCC for services, --2018 or latest). The **format I** for same is provided.

3.25 Medical Fitness certificate of the Labour employed by Contractor: The contractor is required to submit a general Medical Fitness certificates issued by a registered M.B.B.S. doctor for all contractual staff that she/he is medically fit for delivery of services for Indian Railways before starting of work (Clause 6.16 of GCC for services, --2018 or latest). Same procedure has to be repeated for newly appointed staff.

3.26 Mandatory updation of Labour data on Railway's Shramikkalyan portal by Contractor:

Contractor is to abide by the provisions of Payment of wages & Minimum Wages act. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indian Railways.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/process of portal shall be done as per Railway Boards letter no. 2018/CE-I/CT/4, New Delhi, dated: 17.10.2018 with latest amendment(s).

- 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.
- 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.
- The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on Shramik Kalyan portal within 15 days of issue GCC 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.
- 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.

3.27 Price Variation Clause: Price Variation Clause (PVC) shall be applicable for this tender as per provisions of GCC(Service) -2018 vide point no. 5.7.6 (a) & (b) and other guidelines issued by railway board from time to time.

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

Component	Percentage	Component	Percentage
Other Contracts			
Labour Component	35%	Other Material Components	15%
Fuel Component	35%	Fixed Component*	15%

Note: * It shall not be considered for any price variation.

Formulae as per GCC (Service) shall be referred for further calculation of PVC.

- For material portion, "MANUFACTURE OF WOOD AND PRODUCTS OF WOOD AND CORK"-of Wholesale Price Index (WPI) of RBI Bulletin shall be used.
 - For Fuel portion, "FUEL & POWER"-of Wholesale Price Index (WPI) of RBI Bulletin shall be used.
 - For Labour portion, Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin shall be used.
- The price escalation shall be calculated based on the basis of number of workforces for any revision in the minimum wages etc, notified through government order/circulars etc on actual basis.

निविदा की सामान्य शर्तें/General Conditions Of Tender

(इस निविदा में रेलवे बोर्ड द्वारा जारी निविदा की सामान्य शर्तें(कार्य)-2018 नवीनतम संशोधन पर्वी के साथ लागू होगी)

General Condition of Contract (Service)-2018 with latest correction slip is applicable for this contract. However, special conditions shall apply to the contract for the execution of work. Wherever they differ from General conditions, the special conditions shall over-ride the general conditions.

CONSENT OF THE TENDERER(S) FOR THE CONDITIONS OF CONTRACT

The Railway Board's GCC (Service)-2018 with latest correction slip up to date is applicable for this contract.

I/We have gone through the Railway Board's GCC (Service)-2018 with correction slip up to date governing the performance of work covered by this tender. I/We have kept myself/our-selves fully informed of the provision of this GCC (Service)-2018 with latest correction slip with correction slip up to date.

Signature of the Tenderer(s)

Note: The Railway Board's GCC (Service)-2018 with latest correction slip with latest correction slip up to date can be perused in the office of Sr. Divl. Mechanical Engineer (Cord), S.E.C. Rly, Bilaspur during office working hours of working day or can be seen from the official site of Railway Board.

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1 These Special Conditions of Contract (SCC) (along with Specifications of work and other conditions as contained in this tender document) shall be read together with the terms and conditions incorporated in this Tender Document and the General Conditions of Contract (GCC) for Services of Railways. In case of any conflict between the provisions of the SCC (along with Specifications of work and other conditions as contained in this tender document), hereof and that of the GCC for Services, the importance of the former shall prevail over the later.
- 4.2 Before quoting for the work, it is imperative for the tenderer(s) to fully acquaint themselves with all local conditions, the nature of the work, and all other relevant matters that may affect the performance of the contract or the cost of the work items. Tenderer(s) are advised to visit the project site personally to assess the quantum of work. The Railways shall not entertain any request for clarification from the tenderer(s) regarding such local conditions. No request for change in price or completion schedule will be considered on these grounds.
- 4.3 While carrying out the work if there is any injury or any casualty to contractor's staff occurring at working place of this contract, the contractor will be solely responsible and compensation will be borne by the firm. Contractor shall be solely responsible for the safety of all the men and equipment of the firm. Railways will not be responsible on this account in any manner. If staff of contractor damages any Railway property, the contractor will compensate the Railway for the losses. The contractor shall take utmost care to ensure that no damage to the coaches, Railway property takes place due to any act of his workmen.
- 4.4 The contractor staff shall not be entitled for any facility as is being provided to Railway staff. It is the sole responsibility of contractor to observe and abide by the factory Act, Provision of Labour Act, Workman compensation Act, Provident fund Act, Minimum wages Act, Payment of wages Act, and contribution towards EPF, Gratuity Act and other regulations framed by the Govt. and revised from time to time as applicable. Railway will not be responsible for any violation of the act of regulation by the contractor. In case of noncompliance i.e. non-payment as per prevalent rate of minimum wage, ESI & PF and Bonus, unpaid amount shall be deducted from running bill.
- 4.5 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 the Contractor is found responsible, Railways will reserve the right to terminate the Contract immediately.
- 4.6 The contractor shall take utmost care to ensure that no damage to the equipment of Railway property takes place due to any act of his workmen. If any staff of the contractor damages Railway property, the contractor shall compensate the Railway for the losses.
- 4.7 The contractor shall note that no compensation due to any loss of life or loss of material or any other account be given by the Railway Administration while carrying out the work by the contractor as per agreed terms and the Contractor shall have to pay all the compensation in case of any accident, injury to his labour.
- 4.8 The contractor shall be responsible for employment of its labour and be liable for observance of all statutory provision of Government. No claim for employment of labour so engaged by the contractor in Railway whatsoever ground shall be entertained. The contractor alone shall be responsible for payment of wages and all statutory contribution towards social security benefits to contractual staff engaged by him for this work.
- 4.9 Any damage, deterioration, loss cause to Railway properties due to negligence/carelessness on the part of workman employed by the contractor shall be made good at his own cost. If he fails to do so, Rly shall be within their rights to affect necessary recoveries from the contractors' bill for theft/ loss of the Rly

properties the contractor shall be responsible for making good the losses occurred due to negligence or laxity of the supervision by the contractor.

- 4.10 All decisions on behalf of the Railway Administration will be taken by Sr.DME/FRT/BSP or his authorized representative and shall be final and binding on the contractor.
- 4.11 If any compensation/penalty is to be paid by the Railway in compliance of the order/ judgment passed by the court, consumer forum or any other law-enforcing agency on default of the contractor or his person/ servant/ employee to the complainant, the said amount shall be liable to be paid by the contractor.
- 4.12 The submission of tender by a tenderer shall be deemed to imply and taken as indicating that the tenderer has read, understood and promise to abide by the Conditions stated in this tender along with all terms and conditions in all uploaded documents and Indian Railways Standard General conditions of Contract (Service), 2018 including correction slips issued time to time.
- 4.13 The contractor shall furnish complete details of their staff i.e. their names, address, age, qualification and certificate of police verification as per **Format I**. These details of all the staff should be submitted to authorized Railway representative before starting of the work. The contractor shall provide identity card, as per **Format-II**, to all the employees deputed who shall carry out the said work. The ID card shall carry the photograph, name, father's name, address, contact no. etc. The contractors name, address and contact no. shall also be printed on the back side of the identity card. Only, those employees carrying proper identity card, details of which have been submitted to the authorized Railway representative will be allowed to work inside the Sidings/Trains/Station/Depot/Yard premises. The ID cards should be got signed by authorized Railway representative. The staff shall display the ID card when demanded by Railway representative during the execution of work.
- 4.14 For this work, 'Detail of staff' to be maintained as per **Format-IV & V**, Penalty Register as per **Format-III** to be maintained.
- 4.15 All printed formats, registers and other stationary required for proper execution of the work shall be supplied by the contractor at his own cost.
- 4.16 The Man power & other resource should be deployed by the contractor to carry out the work. Scope of work shall consist of providing labour & other resource necessary for the work. All staff working at site should wear uniform and safety gears and identity card issued by the contractor. The contractor shall ensure that his staff while carrying out the work in Railway premises are in proper uniform printed with Company's Name /logo, carry an Identity card on their chest while on duty. They shall be disciplined and courteous and so in no way indulge in activities on Railway premises that could cause loss of property or reputation of Railway. Sample uniform & design should get approved from Sr.DME(Frt)/BSP or his representative i.e. Concerned SSE Incharge.
- 4.17 If Railway administration needs or in case of urgency, it will be mandatory on the part of contractor to provide similar kind of service at other locations over Bilaspur division as per existing awarded rates of this contract. The additional quantity shall be dealt as per quantity variation provisions.
- 4.18 The estimated cost of work given in this tender is inclusive of all costs, taxes, GST and levies pertaining to the work. The rates quoted by the tenderer should be inclusive of all types of taxes, levies, GST, material cost, labour cost, transportation cost and any other cost applicable to this contract.
- 4.19 Railway reserves the right to increase or decrease the quantity of work during the currency of the contract. The contractor shall have to mobilize his resources accordingly and no extra compensation shall be admissible on this account. Similarly, the execution of the work can be terminated at any point of time at the sole discretion of Railway Administration.
- 4.20 The contractor will have to manage all resources required to complete the work in all respects at his own cost to the satisfaction of Railway Administration. No extra claim what so ever will be entertained by the Railways for any such items which are implicitly or explicitly not included in the scope of work.

- 4.21 The quantities shown in attached schedules are given as guidance and are approximate only and are subject to variation according to the needs of Railway. Railway at its discretion may increase or decrease or add or delete any items mentioned in the schedule of rates & quantities.
- 4.22 **Commencement of work:** Work to be commenced within 21 days from the date of issue of LOA. No time period extension for commencement of work will be allowed in ordinary circumstances except with the approval of Sr.DME(Frt)/BSP with penalty of Rs.1000/- per day beyond 21 days till commencement of the work (after receiving the Work Order/LOA)
- 4.23 **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.
- 4.24 **Safety precautions:** Contractor's staff shall follow all safety precautions while working in the depot(s). The contractor shall provide all required accessories like safety/protective gear to his staff on his own cost. The machines/equipments/tools used by contractor's staff should be in good condition. Safe practices should be followed. It should be ensured at all times that safety of workplace and staff is not compromised. In case of any mishap on this account with any person while working in Railway premises, the contractor will be responsible for the same and Railway shall stand indemnified in this regard.
- 4.25 **Mandatory updation of Labour data on Railway's Shramikkalyan portal by Contractor:**
- Contractor is to abide by the provisions of Payment of wages & Minimum Wages act. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indian Railways. 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/ process of portal shall be done as per Railway Boards letter no. 2018/CE-I/CT/4, New Delhi, dated: 17.10.2018 with latest amendment(s).
- 4.26 The contractor shall pay not less than rates prescribed by the Central Govt. minimum wages as notified through bank transfer. The contractor will be required to submit every month, documentary evidence in the form of bank statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail in Indian Railways taking up any measure to ensure the payment of wages including, but not limited to withholding contractor's on account bills.
- 4.27 Contractor shall ensure payment of yearly Bonus as per "Payment of Bonus act, 1965" and guidelines issued by ministry of Railways from time to time. Releasing of bill shall be made subjected to submission of relevant documentary proof like passbook entry, bank statement of contractual staff.
- 4.28 It is the responsibility of the contractor to provide necessary facility such one PC (computer) with latest configuration along with all required peripheral devices including printer & UPS and furniture like table for PC with Chairs and Almira for safe keeping of documental records. However, the same will be retained by the Railway after expiry of the contract. Railway will only provide a suitable space if feasible.

5. कार्य अनुसूची/ SCOPE OF WORK/WORKS SCHEDULE

Different types of broad-gauge wagons which are rejected and unloadable; shall be offered for repair at different sidings, stations and yards spreaded over section under jurisdiction of BCN Depot, Bilaspur and Akaltara. However; as and when required the hired staff have to perform repair or any kind of breakdown restoration work over Bilaspur division as per instruction of Railway Engineer from time to time.

The repair work should be carried out round the clock, all days of the year including Sunday and national holidays. Wagons offered for repair may be a part of rake or sick wagons kept aside as per the requirement of Railways. The Manpower, Diesel driven welding machine with fuel, Electrode holder, Cable, Tools & Tackles, Multi-utility vehicle with fuel, PPEs, Uniforms, Tools & tackles and Bamboo Mesh as per project specifications will be required for repairing of wagons and provided by the contractor only.

The repair work should be carried out in either shift(s) in a day including Sunday or National holidays in all the days in a year. In case; if in a day, more than one rake will be offered for C&W attention; same shall have to be attended by the contractual staff.

The contractual staffs shall be attentive round the clock and after receiving of the advance intimation of placement of rake from railway administration; they have to attend the same immediately. In case; any delay occurs in attention of wagon rake; penalty shall be imposed as per penalty clause. Further; at the location(s); where provision of manpower deployment on call basis has been done the following practices will be followed;

1. On the day in which no rake will be placed, no contractual staff & D.G. set shall be deployed and simultaneously no payment will be made to contractor for the day for the respective location(s).
2. On the day in which only one rake will be placed at any location; full attendance i.e. one Manday per staff shall be considered for the respective location(s).
3. If Intermittent offering of two rakes within same date occurs, same shall be attended by contractual staff and it will be considered as one man-day per staff for respective location(s).
4. For attention of more than two rakes in same day; additional attendance shall be considered for contractual staff and the condition mentioned above in item no. 3 shall be followed.
5. The Manpower at BCN Yard (Bilaspur), LIPL(Akaltara), MKMA (Akaltara), CCIPL(Akaltara) & CSGJ(Naila) will be provided in all three shifts. However; the regular deployment of contractual staff may be reviewed in these locations i.e. in case; if frequency of rake placement will be reduced for one/two shifts only in a day for more than two to three days, the deployment of contractual staff will also be decreased accordingly for one/two shifts till the placement of wagons are not being done on regular basis. The respective unit in charges will do the necessary coordination with the respective representative of operating department in this regard.
6. The Resource deployment at various location will be done as per table below:

Annexure-A

SN	Siding/Station	Consignee	Resource required per day (Nos.)					Duty Roaster/
			Welders (Skilled)	Fitter (S.Skilled)	Helpers (Unskilled)	DG Set	Pick- Up	
1	BCN Yard	SSE/ BCN Yard/ BSP	03	--	06	01	01	All 03 shifts
2	LIPL(Akaltara)	SSE/C&W/ Akaltara	03	--	03	01	02	All 03 shifts
3	MKMA (Akaltara)		03	03	06	--	--	All 03 shifts
4	CC IPL(Akaltara)		03	--	06	01	--	All 03 shifts
5	CSGJ(Naila)		03	03	06	--	--	All 03 shifts

निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर(फ्रेट)
दक्षिण पूर्व मध्य रेलवे/ बिलासपुर(छ.ग.)
भारत के राष्ट्रपति की ओर से एवं उनके लिए

6	PMCJ (Naila)		01	--	02	01	--	On call basis
7	Goods shed(NIA)		01	--	02	01	--	On call basis
8	CCIP (AKT)		01	--	02	--	--	On call basis
	Total		18	06	33	05	03	

The comprehensive billing shall be prepared signed by SSE/C&W/ LIPL Akaltara. However; billing for the sidings/ units falls under the jurisdiction of SSE/C&W/BCN shall be prepared & signed by the SSE/BCN yard/Bilaspur and submitted to SSE/C&W/LIPL(Akaltara) along with copy of supporting documents like attendance sheet, penalty statement, Log book etc for billing purpose. The consignee can be changed by Sr.DME (Frt)/Bilaspur as per requirement.

“Consumable i.e. flap doors, electrodes, M.S. sheets, G.I. wire only will be provided by the Railways.”

1. Repairing by welding patch of M.S. Sheet on floor/side panel/end panel of wagon.
 - a) Wagons are marked unloadable due to presence of hole on wagon body. The hole is to be covered by welding patches of M.S. sheet. Size of the patch will be decided by the Railway representative.
 - b) Adjoining area of hole needs to be cleaned by wire brush to make them free from dust, dirt or residual material to make them suitable for welding.
 - c) The area over which patch work is to be done should be flattened by hammering to ensure proper seating of MS Sheet.
 - d) Effort shall be made to do continuous welding all around the patch placed over body of wagons. To maximize number of wagons to be made loadable & to reduce repair time intermittent tag/patch welding may also be done as per the advice of Railway representative.
 - e) Earthing cable to be connected to body of the wagons only. It should never be connected to the trolley.
2. Blocking of doors: Defective Doors of wagons may be dummied by welding angle iron pieces or temporary tying it with GI Wires so as to make the wagon loadable. This activity should be carried out strictly as per advice and supervision of Railway representative.
3. Bamboo mesh of 4'x6' (Rectangular) with 5 straps in back sticks of half sectional area longitudinally and laterally, bamboo stick should be so mesh worked with the help of nails (1.5" to 2") to be able to hold powdered/washed coal with no gaps in between bamboo sticks, for wagons door covering during examination. Make: Daba bamboo or similar.
4. **Before bulk supply of Bamboo Mesh, the consignee shall approve the sample and submit sample approval report to office of Sr.DME(Frt)/Bilaspur/SECR.** The standard of approved Bamboo Mesh piece shall be maintained for future supply during the currency of contract otherwise penalty shall be imposed as per penalty clause.
5. The bamboo meshes shall be supplied & dumped at suitable place either yard or sidings as advised by concerned SSE-Incharge. Also, a buffer stock shall be maintained by contractor at any time for smooth functioning of wagon repair work.
6. Any work advised by Railway representative on any wagon/train either in sidings, sick line, spare line or main line which is helpful for running trains in normal as well as at the time of emergency.
7. After completion of work at site; scrap & released materials etc generated should be removed & handed over to concerned SSE.
8. Utmost precaution should be taken during welding as the area is full of coal & its dust which is prone to catch fire.

9. The details of Personal Protective Equipments and uniform etc to be supplied by contractor to contractual staff are given below:

Annexure-E

SN	Description	Nos. of staff	Qty/ staff / Yr	Qty rqd. / Yr	Currency (Yrs)	Total quantity required (Units/ pairs)
1	2	3	4	5= 3x4	6	7=5X6
1	Half Shirt	57	2	114	4	456
2	Trouser	57	2	114	4	456
3	Safety Shoe/Gum boot	57	2	114	4	456
4	Hand Gloves	57	12	684	4	2736
5	Safety Goggles	18	2	36	4	144
6	Hammer (2.5 lbs)	57	4	228	4	912
7	Pry bar (Bari)	39	2	78	4	312

The above-mentioned items have to be provided to each and every contractual staff however the safety goggles are to be provided to welder(s) only.

These PPEs are indicative and not exhaustive and shall be maintained in good fettle & needs to be changed timely. In case of any additional kind/quantity of PPEs are needed, the same should be provided to contractual staff by contractor at his own cast. Also, uniform (i.e. Retro reflective jacket along with half shirt along with name of contractor and trouser) has to be provided by the contractor. In rainy season the staff should be provided with gum boot and in remaining season safety shoes are to be provided.

10. Contractor/Contractor's supervisor/ Contractor's representative shall be equipped with mobile and should be functional round the Clock for better communication at site.

11. Project Resource Specification.

- i) The Multi Utility Road Vehicle:** The MUVs should be in good working condition and consisting of minimum of 1.5 Ton pay load capacity. The vehicle should have provision for seating arrangement for Railway representative & contractor's staff. It should also have space for carrying welding machines and consumables i.e. M.S. Sheets, doors, electrodes, angle iron pieces, GI wires & Bamboo Mesh etc.

Three Pick up vans will be provided by contractor for this contract. Out of which; one vehicle will be used by SSE/BCN Yard/Bilaspur for which 2200 Kms monthly has been allotted and remaining two vehicles will be utilized by SSE/C&W/Akaltara for official purpose in section between 1) Naila area to LIPL(Akaltara) and 2) LIPL(Akaltara) to BCN depot/Bilaspur. The monthly Kms allotted for these Pick-up vans under Akaltara unit is 4500 kms per month per vehicle (Approximately). However; in case of Railways requirement; these vehicles can be move for other important official work as per advice of SSE Incharge.

- ii) Specification of welding machine-** Portable diesel/petrol welding machine should be compatible to use B6, B8 & other suitable electrode welding electrodes for welding of different sizes of MS/SS plates. The machine should be maintained in good fettle and should be capable of welding 6 mm thick plates from a distance of 10 to 15 meters. Specification of portable diesel/ petrol welding machine:

- Engine Capacity: 10 HP, Volt-230 V
- Generator: 7.5 KVA, Capacity-230 V
- RPM: 3600, Freqency-60 Hz, Current (for hand welding)-400A.

- d) However; if required by railway administration; portable generator may be provided instead of above-mentioned generator by contractor. Same will be done as per advice of concerned SSE Incharge only.

iii) Man power: Man power to be provided is tabulated above as Annexure-A.

- iv)** The above-mentioned distribution is indicative and may be changed as per need of railway administration. In case of opening of new siding/yard or any other kind of need, the contractor has to provide similar service as per advice of railways. This will be governed through variation clause of GCC (Service).
- v)** In case of replacement of any resource(s) i.e. Manpower, Diesel/Petrol generator & Road vehicle; same standard/qualification shall be maintained otherwise it will be treated as non-availability of concerned resource and penalty shall be imposed.

12. Work Conditions:

- i.** A diary should be maintained by the contractor at each siding for the work done duly signed by Railway representative.
- ii.** Any damage occurred to Railway property due to the negligence of the contractor is recoverable from the contractor.
- iii.** Contractor is responsible for maintenance of Diesel/Petrol welding generators, road vehicles during the whole currency of contract. Spare welding generators & road vehicles etc to be kept in standby by the contractor to avoid any interruption in Railways work and also to avoid any kind of penalty on this account. No extra cost would be paid for maintenance of spare resources.
- iv.** Proper earthing should be ensured while carrying out welding work on rolling stock.
 - i.** Any loss due to natural calamity or in the case of any theft/damage/fire in the work site, Railways is not responsible and do not pay any compensation. The contractor is responsible for proper safety of the outsourced resources in the yard.
 - ii.** Railway is not responsible for safety of all personnel employed by contractor during the period of contract.
 - iii.** Labour laws as and when issued by Ministry of Labour, Government of India, is applicable & binding on contractor including prevailing minimum wages act, EPF, ESI & Bonus etc.
 - iv.** Prevailing Minimum wages as per labour commissioner must be ensured & payment to contractual staff should be done through bank payment only within 07 days of completion of contractual month. Relevant document like passbook entry, bank statement etc of contractual staff has to be submitted along with bill.
 - v.** ESI, EPF, GST & Bonus (Yearly basis) as per prevailing rates shall also be deposited to the competent authorities and copy of the same shall be submitted along with bill.
 - vi.** The contractor shall arrange for suitable security arrangements for the mobile work station during the course of working.
 - vii.** Contractor should have adequate mechanism for maintenance of mobile work station and associated welding equipments.
- viii.** The contractor shall arrange for necessary permit from CISF/Concerned siding authority for running of pick-up vans in siding premises and no extra payment/assistance shall be made by Railway on these accounts.
- ix.** The engaged vehicles shall be consisting of all valid & legal document like RC, fitness, insurance, pollution control certificate, license of driver etc during currency of contract. The vehicle provided

can be replaced with prior written approval of Sr.DME(Frt)/Bilaspur. However, for the same, the contractor shall submit application along with supporting documents of proposed vehicle(s).

- x. The contractual workers should behave politely & maintain co-operation with Railway officials. Written report of any Railway official will be sufficient to impose penalty. In addition to above police action may be considered if found necessary by Railway against the Contractor/or his staff.
- xi. Issuance of appointment letter has to be done by contractor for the appointed contractual staff. Same process has to be repeated for any new staff while execution of work. Copy of same has to be submitted to concerned SSE Incharge on or before engagement the staff.

13. Penalty Clause:

- i. In case of short supply of staff or provision of unqualified welder(s), a penalty of Rs.1,000/- (Rupees One Thousand Only) per head per shift shall be imposed in addition to non-payment of prevailing or awarded minimum wages whichever is higher.
- ii. Late reporting of contractual staff up to 10 minutes is permissible. If same exceeds more than 10 minutes; the contractual staff shall be marked as absent on the particular day Penalty will be imposed as per above Sl. no. (i) above.
- iii. A penalty of Rs. 100/- (Rupees One Hundred Only) per staff per occasion will be deducted for not wearing of personal protective equipments /Uniform/ID card/Tools & tackles.
- iv. A penalty of Rs. 1,000/- (Rupees One Thousand Only) per occasion will be deducted for not ensuring proper earthing to the wagon stock while carrying out the welding.
- v. Any welding machine under breakdown/out of order/without fuel, should be replaced/repared within 02 hours and if failed to do so a penalty of Rs. 3,000/-(Rupees Three Thousand Only) per day will be charged against the contractor apart from non-payment of hiring charges for the respective day.
- vi. If the hired road vehicle (MUV) is under break down; it shall be replaced within 02 hours otherwise the penalty will be charged @ 3,000/-(Rupees Three Thousand Only) per day apart from non-payment of hiring charges for the respective day(s).
- vii. If vehicle is not consisting of copy of valid R.C., Fitness, Insurance, Pollution Control Certificate, License of driver(s) etc during currency of contract a penalty of Rs. 1,000/- (Rupees One Thousand Only) per day per vehicle shall be imposed.
- viii. A penalty of Rs. 5,000/- (Rupees Five Thousand Only) per occasion will be imposed during Railway officer inspection if any other tender condition are not being followed by the contractor.
- ix. A penalty of Rs. 100/- (Rupees One Hundred Only) per Bamboo Mesh per day shall be imposed if minimum buffer stock for 15 days i.e. 405 nos. is not maintained by contractor at any time during the currency of contract.
- x. A penalty of Rs. 100/- (Rupees One Hundred Only) per Bamboo Mesh shall be imposed if standard of supplied Bamboo Mesh is not matched with approved bamboo Mesh.
- xi. If workers of the contractor's misbehave with Railway staffs, penalty of minimum Rs.1,000/- (Rupees One Thousand Only) will be imposed.
- xii. Damage caused to wagons or any other railway property by the contractor staff will be levied as per the actual cost of damage as assessed by Railway Authority plus a penalty of Rs. 1,000/- (Rupees One Thousand Only) for each case of damage as reported by Railway Official.
- xiii. If on any day, the work is not executed for causes other than force majeure, a penalty of Rs. 10,000/- per day per site will be imposed.
- xiv. Payment of completed month to the contractual staff has to be done within 7th date of next contractual month otherwise a penalty of Rs. 50/- per staff per day shall be Imposed. Actual date of payment will be taken from date of crediting salary of staff as seen from bank statement.

निविदाकार के हस्ताक्षर एवं मुहर

वरिष्ठ मंडल यांत्रिक इंजीनियर(फ्रेट)
दक्षिण पूर्व मध्य रेलवे/ बिलासपुर(छ.ग.)
भारत के राष्ट्रपति की ओर से एवं उनके लिए

- xv. Salary slip of each contractual staff in hard copy duly signed by contractor & contractual staff has to be submitted to each contractual staff and copy to concerned SSE Incharge on or before of completion of contractual month, otherwise a penalty of Rs. 5,000/- (Rupees Five Thousand Only) for each month will be imposed. A register in this regard also to be kept.
14. **Payment:** Payment will be released on monthly basis for the completed work duly deducting the penalties if any.
- i. The Bill shall be paid to the contractor on monthly basis for the actual quantity executed for each schedule within ten days of the end of each contractual month.
 - ii. The contractor shall submit bill through E-Measurement book via provisions of IRWCMS along with copy of relevant documents to SSE(C&W)/Akaltara/SEC Railway. Necessary test check shall be done by Nominated officer and further forwarded to Sr. Divl. Mech. Engineer (Frt)/ Bilaspur, for onward submission and passing of the bill for onward payment by Associate finance department.
 - iii. Payment will be arranged by cheque or by EFT at the discretion of the Railway administration through Sr.DFM/BSP.
 - iv. Necessary deduction Income tax or recovery from the bill will be done as per extent rule on billing amount shall be deducted from the Bill.
 - v. Bills will be released after submitting Bank statement/Challan/document towards payment of Salary (following minimum wages), ESI, EPF of contractual labour and GST for concerned month along with penalty statement (if any).
 - vi. The items mentioned in annexure-E shall be supplied in equal parts as per currency of contract (In years) and billing for yearly value only shall be released. The concerned SSE Incharge will certify that the items mentioned in annexure-E has been distributed to the contractual staff proportionally.
 - vii. Bonus bill: All the workers employed by the contractor must be paid bonus on an annual basis to comply the provisions of Payment of Bonus Act 1965. The contractor must submit documentary evidence to show the payment has been made for claim of bonus bill. Bonus to the contractor staff up to the limit 8.33% of minimum basic wages or as per prevailing rate must be paid.
15. **Release of Security Deposit and/or Performance Guarantee:** After issue of the completion certificate of the entire work by minimum JA Grade Officer, the Railway shall release the security deposit &/or Performance Guarantee after adjusting the dues if any payable by the contractor to the Railway.
16. Duty hours and daily roaster to be maintained at the office of unit in charge.
17. **Inspection Registers and Records:** The Contractor shall maintain accurate records showing the dates and progress of all main operations and the Engineer or his Representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineer's Representative. The Contractor's Representative will maintain the following registers at site.
- i) **Site Order Register:** The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.
 - ii) **Labour Register:** This register will be maintained to show daily strength of Labour in different categories employed by the contractor at different sidings.
18. **Housekeeping:** The contractual staff should do regular housekeeping to keep work site & storage space free of scraps and litters. Scrap generated during fabrication and assembly work shall be retained by the Railway. Contractor shall however stack the scrap properly at nominated locations decided by railway representative.

Declaration of Information regarding Employment/ Partnership/Relatives employed in Gazatted Capacity etc. of Retired Railway Engineer /Manager with the tenderer

TABLE- A

SN	Information Sought	Whether 'Yes' or 'No'
1	Is any retired Railway Engineer/Gazatted Officer/ Relative employed in gazette capacity in any department of Indian Railway associated with the firm as detailed vide para 2.5 of General Conditions of Contract, (Service), 2018.	

Note: If the answer is 'Yes' above, comply the condition as per General Conditions of Contract, (Service)- 2018 with all correction slips up-to-date as per Table- 'B' below.

TABLE- B

S.N.	Name	Type of Association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particulars of permission Taken for Association with the tenderer	Any other information linked with para 2.5 of GCC (Service)- 2018

Note : If 'Yes' or 'No' is not entered in the Table- 'A' above and when the answer is 'Yes', details at Table- 'B' is not entered, the tender offer shall be rejected.

Signature of Tenderer (S)

Name of the Tenderer (S)

Declaration of Information regarding Disqualification of Bidders w.r.t. Termination or Penalty

I..... (Name and designation) appointed as the attorney/authorized signatory of the tenderer (including it constitutes), declare the following:

- 1) I/We have not been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
- 2) That I/we shall be disqualified from participating in the bidding for services in Bilaspur Division of South East Central Railway:
 - (i) If any previous contract of our firm or any of constituents had been terminated under clause 7.4 of GCC(Service)-2018 in Bilaspur Division of South East Central Railway, with in the previous 2 years from date of submission of bids.
 - (ii) A penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids has not been imposed on our firm or constituent firm of JV.

I/We are aware that in case this declaration is found to be false, process of 'banning of business' against our firm will be initiated.

Signature of Tenderer (S)

Name of the Tenderer (S)

Note: Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority)

SN.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Overall Performance w.r.t Contract provisions.
1				Satisfactory/ unsatisfactory
2				Satisfactory/ unsatisfactory
3				Satisfactory/ unsatisfactory
Add required number of rows				

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Experience Certificate

(Issued by any Railway/PSU/other Government entity)

(To be issued by concerned department/employer/client only in respect of contracts for **completed/ongoing work**) (Execution of similar single work to the extent of 35% of advertised tender value)

SN.	Description	Remarks
1	Agreement Number & Date	
2	Name of work	
3	Name of Agency/Contractor	
4	Original Agreement Value (Both in Figures & Words)	
5	Revised Agreement Value, If any (Both in Figures & Words)	
6	Original Date of Completion (As per Agreement)	
7	Actual Date of Completion	
8	Total Payment made to the contractor year wise against this agreement (from the date of commencement of work up to last bill)	
9	Total Penalty imposed on the contractor year wise against this agreement (from the date of commencement of work up to last bill)	
10	Whether Final Bill Passed? (Yes/No)	
11	If Final Bill is not Passed, whether Final Measurements have been recorded? (Yes/No)	
12	Performance (Satisfactory/Unsatisfactory)	

Certificate No.....

Date.....

(Issuing Authority)

Signature with date:

Name:

Designation:

Address:

Official Seal:

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Financial DATA

Applicant's legal name

Date

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

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

S.N.	Description	Financial Data for Latest Last 03 FY & Current FY (Indian Rupees)			
		2023-24	2024-25	2025-26	2026-27
1.	Total Assets				
2.	Current Assets				
3.	Total External Liabilities				
4.	Current Liabilities				
5.	Annual Profits Before Taxes				
6.	Annual Profits After Taxes				
7.	Net Worth [= 1 - 3]				
8.	Liquidity [=2-4]				
9.	Return on Equity				
10.	Gross Annual turnover				

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

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years.
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. The value of total Financial Turnover of the bidder within the current financial year plus three previous financial years should be minimum of 150% of the advertised tender value.
9. Liquidity should be 5% of the advertised tender value.
10. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

Annexure-V (A)

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

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

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

Place:

Dated:

Seal and Signature of
The Constituent Firm/Constituent Partner

Annexure-VI

FORMAT FOR BANKING REFERENCE AGAINST LIQUIDITY

(Should be issued from a scheduled bank of India)

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing. If the contract for the work, namely (name of the tender work) called vide Tender Notice No. is awarded to the above firm, we shall be willing to provide overdraft/credit facilities to the extent of Rs. (in Rupees) to meet their working capital requirements for executing the above contract.

Date:

Sd.

Name of Bank:
Senior Bank Manager
Address of the Bank _

BID FORM/First Sheet

Tender Notice No.: 50-Mech-Welding-BCN-AKT, Date: 13.06.2026.

Name of work: Outsourcing of welding & repair activity for unloadable wagons at various sidings at section under BCN depot/Bilaspur and Akaltara station for a period of four years on open tender basis.

To,
The President of India,
Acting through the Sr.DME (Frt),
South East Central Railway, Bilaspur.

- 1) I/We.....have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture for my/our "Security Deposit". I/We offer to do the work at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work as per LOA/Agreement/Work Order.
- 2) I/We also hereby agree to abide by the General and Special conditions of the contract corrected up to latest correction slips including amendment vide Railway board and to carry out the work according to the special conditions of the contract and standard specification of materials and works conditions/specifications and South Eastern Railway general conditions of contract corrected up to latest correction slip.
- 3) A sum of Rs.....is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies in case my/our tender is accepted, if
 - a) I/We do not execute the contract documents within seven days after receipt of notice issued by Railway that such documents are ready; and
 - b) I/we do not commence the work within fifteen days after receipt of orders to that effect.
- 4) I/We am/are a Micro and Small enterprises registered from..... (body approved by Ministry of MSME) with registration No..... and terminal validity up to..... for similar service contracts (Copy enclosed) and hence exempted from submission of Bid Security.
- 5) Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work service.

Signature of Witnesses:

- 1)
- 2)

Signature of Tenderer(s)

Date:

Address of the tenderer(s):

GENERAL INFORMATION AND JOINT VENTURE DATA

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm/Partnership Firm / Private Limited Company/Public Limited Company/Joint Venture/Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1	
	2	
	3	
Lead member of JV/Consortium		
Tenderer's legal address in India, telephone numbers, Fax numbers, email address from communication.		
Tenderer's authorized signatory (Name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		

Following needs to be submitted by the Tenderer: (by each member in case of JV/consortium):

- Sole Proprietorship firm: The bidder shall submit Notarised cop of the Affidavit.
- Partnership firm: The Bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm.
- Joint venture(JV): The Bidder submits documents as mentioned in Clause 2.4 to GCC for services-2018.
- Company registered under companies Act-1986 The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.
- Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.
- Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.

Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with Railway Administration related to the tender.

Stamp & Signature of Tenderer

B. JV/CONSORTIUM MEMBER INFORMATION	
MEMBER – 1	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
MEMBER – 2	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	

**Stamp & Signature of Authorized Signatory
on behalf of Tenderer**

(On a non-judicial stamp paper of Rs.100/-)

INDEMNITY**(To be filled by Contractor)**

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s..... will abide by all safety rules and procedures. I declare that I M/s..... will be responsible for any safety violation/accident etc.

Railway Administration will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s..... declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving Such declaration.

Name of Indemnifier

Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

(On a non-judicial stamp paper of Rs.100/-)

INDEMNITY**(To be filled by Contractor staff individually)**

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. RAILWAY ADMINISTRATION will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against RAILWAY ADMINISTRATION. All the prescribed uniforms and PPE shall be provided free of cost to staff deployed by me. No claim shall be raised with RAILWAY ADMINISTRATION in this regard.

NAME OF INDEMNIFIER

SIGNATURE OF INDEMNIFIER

NAME OF CONTRACTOR

SIGNATURE OF CONTRACTOR

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MANDATE FORM

(Must be filled up) by
 VENDER / CONTRACTOR /
 EMPLOYEE FOR EFT / ECS /
 RTGS / NEFT PAYMENT

1) NAME OF THE FIRM / PERSON / PARTY

2) ADDRESS

TELEPHONE NO. & FAX

CELL PHONE:E. MAIL

3) P. A. N NO.

4) PARTICULARS OF BANK ACCOUNT

BANK NAME

BRANCH NAME & ADDRESS

BANK BRANCH TELEPHONE NO.

ACCOUNT TYPE (whether SB or Current):

ACCOUNT NO.

BANK'S MICR CODE:

BANK'S IFS CODE:

(A cancelled cheque to be enclosed)

5) DECLARATION OF THE PARTY:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete and incorrect information, the user institution i.e., S. E. Railway will not be held responsible. I have understood the scheme and agree to discharge the responsibility for which i am liable as a participant under the scheme.

Date:

Signature of the supplier/
 Party/Employee

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(UNDERTAKING FOR FINANCIAL STABILITY)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

Appendix-6**Obligation/ Statutory Compliance to be ensured by Contract**

Compliance of Contractor(To be filled by contractor)			
S.N.	Items	YES	NO
1	Registration with Department of Labour, GoI / State Govt.		
2	Compliance of minimum wages Act by payment of wage on 7 th of every month through Bankor in the presence of nominated representative of employer (RAILWAY ADMINISTRATION Supervisor/manager)		
3 (a)	Compliance of provision of ESI Act, EPF Act and Employees Compensation Act.		
3 (b)	Ensure treatment in ESI hospital in case of Accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		
6	PF Registration issued by the Regional Provident Fund Commissioner/ Competent Authority		
7	Professional Tax Registration (Certificate issued by Competent Authority)		
8	PAN/TAN details of the Agency		
9	Bank Account Details		
10	GST details of the Agency		

Workforce Detail

Details of EPFO for last four quarters before the month of opening of tender.

S N	Quarter of the year	Name of the organisatio n/ Contract Agreement	Nos. of workers on pay roll	Bank statement submitted to EPFO	Documents to be submitted	
					Bank payment statement	EPFO Challan
1	Quarter-1					
2	Quarter-2					
3	Quarter-3					
4	Quarter-4					

Signature of the Authorized person of the Firm/Bidder with seal & Date

Format-V

DAILY EVALUATION SHEET

Name of the work:

Daily format of attendance sheet for staffs deployed at various locations-

Date: _____

Depot/Office _____

SN	Location	No. of Staff to be deploy/ Day	Actual staff deployed
1			
2			
3			
4			
	Total staff (Nos)		

Signature of the Contractor's representative

Signature of SSE/C&W/Concerned SSE
With respective location

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Format-I
Police Verification

S.No. Particulars

- 1 Full Name with Aliases
- 2 Parent's Name
- 3 Nationality
- 4 Present Address in full with Police Station and District
- 5 Period of Residence
- 6 Home/Permanent Address in full with Police Station and District (declaration by applicant).

PHOTO OF
APPLICANT
(signed by the
contractor)

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

Police Certification:

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

Signature of Applicant

Date:

Place:

Counter signature of
Authorized signatory with stamp

Format-II
(Format for Identity Card to be issued by Contractor)
IDENTITY CARD FOR CONTRACTUAL STAFF

Passport size
photograph duly
attested by the
concerned
Gazetted officer

Ref: Contract Agreement No.

Shri _____ (Aadhar No.) Designation Employee of
M/s is authorized to execute the work of '.....' at
section of this depot/Unit under a contract awarded by Bilaspur division/HQ during the period from _____
to _____.

NOTE:

- This authority is valid upto completion of mentioned contract only.
- In case of loss of this authority, contractor should ensure that FIR is registered and any misuse is prevented. Intimation for the same should be given to Railway authority concerned.

Contractor

Concerned Railway officer

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Format-III
PENALTY REGISTER

Name of work:

L.O.A./C.A. No: -

Sr. No.	Location	Reasons for Penalty	Penalty Clause	Amount of Penalty (Rs)	Remarks	Signature	
						Railway Representative	Firm Representative

Format-IV
DAILY EVALUATION SHEET OF EACH UNIT

Name of the work:

Daily format of attendance sheet for staffs deployed at each location-

Date: _____

Depot/Office_____

Total No. of Staffs to be deployed	-----
Actual No. of staffs deployed	
Shortage of staffs deployed	

Remarks if any:

Signature of the Contractor's representative

Signature of SSE/C&W/Incharge

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CHECK LIST

Bidders are requested to ensure submission of all the documents duly signed by the authorized person(s). Check list confirming the submission of all documents is enclosed. The checklist is indicative and not exhaustive; the bidders must go through the complete tender document and submit the required documents.

S.N.	Details of documents	Submitted (Yes/No)
1	Annexure-I: Undertaking regarding Employment/Partnership/Relatives of any retired Railway Engineer/ Gazatted Officer/Relative.	
2	Annexure-II: Undertaking regarding Disqualification of Bidders w.r.t. Termination or Penalty.	
3	Annexure-III: Experience certificate issued by respective Employer(s)/Agency.	
4	'Annexure-IV' for Turnover and Net current asset along with the audited balance sheet duly certified by Chartered Accountant.	
5	Annexure-V (A): Certificate for attorney/authorized signatory/each member of Partnership Firm /Joint venture (JV) / Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc.	
6	Annexure-VI: Format for Banking Reference against Liquidity.	
7	Annexure-V: Format for certificate to be submitted/Filled online by the tenderer.	
8	Appendix-1: Bid Form (First sheet)	
9	Appendix-2: Supporting document regarding legal status of tenderer i.e. The Bidder shall give full details of the constitution of the Firm/JV/Company/ Society etc. and shall also submit following documents (as applicable): (a) Sole Proprietorship Firm: The Bidder shall submit the notarized copy of the affidavit. (b) Partnership Firm: The Bidder shall submit self-attested copies of (i) registered/ notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract. (c) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC for services-2018. (d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company. (e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.	
10	Appendix-3: Indemnity Bond	
11	Appendix-4: Bank Mandate/NEFT Form	
12	Appendix 5: undertaking of financial stability;	
13	Appendix 6: Obligation/Statutory compliance;	
14	Appendix 7: EPFO challan (EPFO Payment receipt with TRRN no.)/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of bid.	
15	Copy of PAN card	
16	Copy of GST registration certificate	
17	Copy of EPF Registration Certificate	
18	Copy of ESI Registration Certificate	
19	Company establishment certificate and company's work order copy/agreement copy/ completion certificate etc.	
20	Copy of ITI certificates from a recognized institution in the Welder trade (Minimum 18 nos.).	
21	Valid documents like Registration certificate, Fitness certificate, Insurance etc and in case of vehicle(s) are to be engaged from outside, a contract agreement with the owner of vehicle for complete tenure of contract of three nos. pick up van(s). The vehicle(s) must be registered in the calendar year 2024 or later.	

Note: Each page of the Supporting documents should be digitally signed or self-attested with signature, date and stamp by the authorized person.

6. Bill of Quantity (BOQ)

Name of work: Outsourcing of welding & repair activity for unloadable wagons at various sidings at section under BCN depot/Bilaspur and Akaltara station for a period of four years on open tender basis.

(SCHEDULE OF RATES)

(Should be filled by the bidder only after reading the document and satisfying the conditions)

विभागीय मूल्य/Departmental cost:

SN	Description	Quantity	Unit cost (₹)	Total (₹)
1	Provision of Skilled Welders (@ 18 nos. per day).	26,298 Man days	1,072.06/-	02,81,93,033.88/-
2	Provision of Semi-Skilled Fitters (@ 03 nos. per day).	8,766 Man days	892.67/-	78,25,145.22/-
3	Provision of Unskilled Helpers (@ 33 nos. per day).	48,213 Man days	763.79/-	03,68,24,607.27/-
4	Cost of hiring of Pick-up van including drivers, consumables, taxes, maintenance & other incidental charges (@ 03 nos. per day).	4,383 Days	1,321/-	57,89,943/-
5	Running charges per km. of Pick-up vans (@ 03 no. per day).	05,37,552 Kms	10.47/-	56,28,169.44/-
6	Hiring charges of diesel welding generators with diesel (@ 05 nos. per day).	7,305 Days	531/-	38,78,955/-
7	Cost of PPE & Consumables as per Annexure-E of tender document.	Lumpsum	07,36,182/-	07,36,182/-
8	Provision of Bamboo Mesh	4,320 Numbers	701/-	30,28,320/-
9	Payment of Bonus	Lumpsum	52,13,815.13/-	52,13,815.13/-
			Grand Total (₹)	09,71,18,170.94/-

Note:

1. The above rates are inclusive of all expenditure and GST and the contractor has to submit documentary proof for payment of GST along with bill.
2. Observance of minimum wages, ESI, EPF & Bonus is the essence of execution of this contract hence quoted rates for labour schedules should not be below the prevailing labour & bonus rates (i.e. as on date of tender opening). Offers below prevailing minimum wages as well as bonus rates shall summarily be rejected.

END OF TENDER DOCUMENT
