

(TENDER DOCUMENT-WORKS)



SOUTH WESTERN RAILWAY

**WELDING & GAS CUTTING WORK OF WAGONS AT HPT,
JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.**

**Mechanical (C&W)
HUBLI Division
South Western Railway**

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NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Hubli division of South Western Railway invites Open tender through E-tendering in **Two packet** system from eligible agencies who fulfil qualification criteria as Stipulated in clauses of NIT for **OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.**

1.1.2 The key details are as follows:

Sl No	Name of Work	OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.
1.	Approximate Cost of work	Rs. 12,64,83,604.70 /-
2.	Tender Notice No.	42MECHWELDINGGASCUTTING Dt: 24.06.2026
3.	Tender No.	H/M.13/P/Welding and Gas Cutting work of wagons at HOSPETE, JSWT & NAVALUR Depot for a period of two years.
4.	Tender Security Amount** (Earnest Money Deposit)	Rs. 25,29,700/- (Rupees Twenty Five Lakhs Twenty Nine Thousand Seven Hundred only).
5	Tender Document available for sale on website	From 24.06.2026 to 14.07.2026 (up to 15:00 hrs) on e-tendering website https://Ireps.gov.in Tender document can only be obtained after registration of tenderer on the website https://Ireps.gov.in
6.	Last date of Seeking Clarification	30.06.2026 up to 17:00 hrs (Queries from bidders after due date shall not be acknowledged.)
7.	Date & time of Submission of Tender	14.07.2026 (Up to 15:00 Hrs).
8.	Date & Time of opening of Tender	14.07.2026 (After 15:00 Hrs).
9.	Validity of Tender	60 days from the last date of submission of tender.
10.	Type of Tender	Works Tender governed by IRGCC-2022 & latest correction slips will be applicable.
11.	Stipulated date of Commencement of work.	After 30 days from the date of issue of “ Letter of Acceptance ” (LOA) or as per the instructions of Engineer-in-charge.
12.	Time Period	Two years
13.	Authority and place for submission of tender cost & Tender Security (EMD), required documents (if any) and seeking clarifications on tender documents.	Online (https://Ireps.gov.in)

****** Tender document cost & EMD should be paid through net banking or payment gateway only as provided in website www.ireps.gov.in (Note – DDs ,cash receipts, cash, Fixed deposit Receipt (FDR) etc will not be accepted as EMD for tenders invited on IREPS(E-tender portal).

SOUTH WESTERN RAILWAY
REGULATIONS AND INSTRUCTIONS TO TENDERERS

*(For the Guidance of Contractors
UNDER WORKS CONTRACTS)*

Meaning of Terms

1.0 Applicability: These instructions and conditions of contract shall be applicable for all the tenders and Contracts of railways for execution of 'Works' as defined in GFR 2017.

1.01 Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill(s) of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued upto date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.1. Interpretation: These Instructions to Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

1.2. Definition: In this Instruction to Tenderers, the following terms shall have the meanings assigned here under except where the context otherwise requires:

(a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager,

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General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

(d) "Divisional Railway Manager" shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.

(e) "Engineer" shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organizations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

(f) "Tenderer" shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

(g) "TENDERER" shall mean the Person, the firm or company who tenders for the works with a view to execute the work on contract with the Railway and shall include their Personal representatives, successors and permitted assigns.

(h) "OPEN TENDERS" shall mean tenders invited in open and public manner and with adequate notice.

(i) "WORK" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and description of contract and required to be executed according to specifications.

(j) "SPECIFICATIONS" shall mean the specifications and materials & works, South Western Railway, issued under the Authority of the Sr.DME/C&W/UBL or as amplified, added to or superseded by special specifications, if any, appended to the tender forms.

(k) "Drawings" shall mean the Drawings, plans and tracings or prints thereof annexed to the tender forms.

(l) "Contractor's authorized Engineer" shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of work involved in the contract, duly approved by the Engineer.

(m) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(n) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.

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

2.0 Omissions and Discrepancies: Should a Tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or other Contract Documents or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all Tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any errors, omissions and discrepancies which may subsequently be discovered and shall make no subsequent claim on account thereof.

3.0 Right of Railway to deal with Tenders: As per IRGCC item 7 part –I:

The Railway reserves the right not to invite tenders for any of the Railway work or works or to invite open or limited tenders and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

4.0 Employment/Partnership etc. of Retired Railway Employees:

a) Should a tenderer

i. be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

ii. being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii. being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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

Contract Documents

5.0 Execution of Contract Documents: As per IRGCC para 8 of Part-I:

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

6.0 If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

7.0 If the tenderer's firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principal agreement, the surviving partners shall remain jointly/ severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by the administration and this shall be final and binding on the contractor.

8.0 The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.

CONDITIONS OF CONTRACT

1.0 VARIATION IN QUANTITIES:

1.1. Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

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

2.2.1 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub-para 2.2.3 below.

2.2.2 The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

2.2.3 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

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

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

i. Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

ii. Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

iii. Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

2.2.4 In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

2.2.5 In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

2.2.6 As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

3.0 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 quantities proposed to be reduced will not be required in the same work at a later stage.

4.0 In the case of failure of zonal contractor in particular work order/work orders the loss sustained by the Railway in completing the left over work or supply will be estimated as 10% of the value of the work order. The Railway Administration shall be at liberty to recover the said amount from the security deposit/pending bills without prejudice to any other legal remedies available to the Railway Administration.

5.0 VITIATION CLAUSE:

5.01 Vitiating during Variation in Contract Quantities

A contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

Sl. No	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less	10

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	than Rs 50 lakh)	
2	Other than small value contracts (Tender Value equal to or more than Rs. 50 lakh)	5

When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted. The above shall be regulated as under:

(a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender.

(b) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.

(c) Railway shall exercise control over the aspect of vitiating of tender with respect to variation in quantities and shall make all efforts that no vitiating takes place in normal circumstances.

6.0 BID SECURITY, SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:

6.1 BID SECURITY:

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

<i>Value of the work (Tender Value)</i>	<i>Bid Security</i>
For all works	2% of the estimated cost of the work

Note:

(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

(a) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(b) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(2) The Bid Security shall be deposited through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period.

(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6.2 SECURITY DEPOSIT

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

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account

bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

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

6.2.1 Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) And
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

6.2.2 Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

6.2.3 No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

6.2.4 Neither the standing deposit, if any lodged with this Railway nor any other deposit against any other tender will be accepted as bid security to this tender.

6.3 PERFORMANCE GUARANTEE (P.G): As per IRGCC para 16 (4) part-II: along with AdvanceCorrectionSlipNo_11ACS-11. Applicable

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to

forfeit Bid Security and other dues payable against that contract. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to his effect.

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

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

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market value;
- (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India.
- (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vi) Deposit in the Post Office Saving Bank;
- (vii) Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Sr.DFM/UBL (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.

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

i. Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

ii. Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

iii. The Contract being determined or rescinded under clause 62 of IRGCC.

7.0 INCOME TAX:

Income tax will be deducted at 2% (two percent) and also surcharge if any at source from each bill unless otherwise authorized by the Income-Tax department.

8.0 Care in Submission of Tenders

a) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during

the execution of the works, are taken into account and that the percentage/rates he enters in the tender forms is/are adequate and all inclusive to accord with the provisions in Clause 37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the PCME/SWR/Sr.DME/C&W/UBL/DME/HPT/ADME/UBL, South Western Railway, Hubballi.

b) When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. The Railways will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

c) Identification of the Tenderer: GCC-2022 Clause #14(i): The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company /Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

d) Documents submitted along with tender as per Clauses #14 (i to vi), 15,16,17&18: Proprietorship affidavit / PAN card, Partnership deed, Firm/Company establishment Registration, COI, MOA &AOA, Notarized power of attorney /Authorization notary documents backed by Board of Directors Resolution, as applicable, information regarding Retired Rly. Employees and Income Tax 'PAN Card 'registration in the name of tendering agency are to be invariably furnished / uploaded along with the tender itself and non-submission of these documents their offer will not be deliberated on.

e) Power of attorney :(Clause # 15 IR GCC-2022 Part-I):The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

f) Corrigendum Notice on IREPS: for the purpose of corrigendum in the tender, NIT period is splitted as under:

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- (i) Advertisement period: Time during which all information pertaining to tender shall be available but offers cannot be submitted.
- (ii) Offer submission period: Fifteen days prior to opening/closing of tender, during which tenderers can submit their offers.
- g) The prospective tenderers are advised to visit website “<http://www.ireps.gov.in>” before the date of tender closing to note any changes/corrigenda for any tender.
- h) Partnership Firm is eligible if entered into and registered prior to Tender Notice. Tenderer should enclose / submit Experience Certificate in the same name and style as the tenderer and their credentials shall be considered to the extent of work executed by the Partnership Firm in the same name and style. Consortium Agreements, Joint Ventures and MOUs will not be considered for this tender.
- i) Tenderers are free to download the Tender Document from the Website at their own risk and cost for the purpose of perusal. Contract Agreement will be prepared based on the Master copy of the document and will be binding on the Contractor. The Railway does not own any responsibility for any alteration / omission in the contents of the Tender Form uploaded on the Website. No claim on this account will be entertained. The Administration will not own any responsibility, if Website is not opened for downloading / uploading the Tender Documents due to any technical snag.
- j) WARNING: It is hereby brought to the notice of all prospective Tenderers that if any change /additions / deletions / alterations are found to be made by them and the same is subsequently detected /noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under Law.
- k) While quoting the rates, Tenderers must consider all Taxes, Royalties including GST applicable as on date. GST shall be paid as per GST law.
- l) Tenderers may furnish details of their Bank account No., Name of the Bank, Specific Code No., of the Bank since the payments will be arranged on EFT/NEFT scheme as the case may be.
- m) The provisions of Arbitration Clauses of General Conditions of Contract shall be applicable only for settlement of claims of the disputes up to a value of 20% of the Original Agreement Value (excluding the cost of materials supplied free by Railway) or 20% of the actual value of the work done (excluding the value of the work rejected) under the contract, whichever is less. When claims/disputes are of value more than this value, provisions of arbitration clauses of GCC shall not be applicable.
- n) The contractor shall provide safety equipment as per the provisions of Factory Act to his staff engaged in connection with the contract work within Workshop premises.
- o) Giving notice of events under Force Majeure clause shall be within the specified days as per GCC from the date of happening of the event.
- p) The Railway reserves the right to cancel the tender without assigning any reason thereto.
- q) The tenderers are required to submit their offer online ONLY before tender closing date & time as mentioned in the tender notice. The tenders will be opened after closing date and time mentioned in the tender notice. If the date of opening happens to be a holiday, the tenders will be

opened on the next working day. The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.

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

s) It is hereby brought to the notice of all prospective tenderers that if any change/additions/deletions/alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, necessary action will be taken as per conditions of GCC.

t) In case of any wrong information submitted by the tenderer, the contract shall be terminated, EMD, PG ad SD of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (Five Years).

u) Mode of submission of bids: This is an open e-tender with Two packet system. Tenders complete with all documents should be submitted in Website “ireps.gov.in”

v) The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

w) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. Any queries relating to the process of online bid submission or queries relating to tender, contact helpdesk of IREPS portal. For all other queries contact Office of the Sr.DME/C&W/UBL.

Note: Published rates are inclusive of all labour related wages, ESI, EPF and GST etc., Hence contractor is advised to work out his rate by considering following factors.

- i) All labour related wages including supervision charges and other statutory provisions.
- ii) Cost of the uniform, shoes and PPEs etc.

1.12 Consideration of Tenders

a) The Bid: Two packet system of tendering shall be adopted for this work and the tenderers shall submit their bid online through Indian Railway website “<http://www.ireps.gov.in>”.

b) Make in India Policy (GCC Part-I, Clause# 7C): Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

c) Permission to Bid for a bidder from a country which shares Land boundary with India (GCC Part-I, Clause# 7D): Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

d) Clarification of Bids (GCC Part-I, Clause#7E): To assist in the examination, evaluation & comparison and pre qualification of the Tender, the Railway may, at its discretion, ask any

Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. (GCC April 2022). However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

e) Multiple L-1: In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case of Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year up to the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow. (Ref: Rly. Board's letter No.2017/Trans/01/Policy, dt.08.02.2018).

1.13 CONTRACT DOCUMENTS

a) Execution of Contract Documents (GCC-Clause#8): The Tenderer whose tender is accepted shall be required to appear at the office of the Senior Divisional Mechanical Engineer Freight & EnHM, SOUTH WESTERN RAILWAY, HUBBALLI, in person, or if a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

b) Form of Contract Documents (GCC-Clause#9): Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

c) Form of Quotation:

a. The rate quoted MUST BE FIRM, PRECISE AND UNCONDITIONAL.

b. If any item is excluded by the Tenderer in submitting his tender, it may lead to rejection of the tender.

c. Digital signature will be in the name of the authorized POA holder only. Bid submitted with others digital signature will not be considered.

d. No correspondence/representation from tenderer will be considered for their failure to quote the rates as above.

e. Tenderers shall note that conditional/alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest tenderer.

Special Conditions of Contract (SCC)

1. The work shall commence within 30 days from the date of receipt of the Letter of Acceptance and shall be completed within two years.
2. The work shall be executed by contractor in co-ordination with railway representative without infringing railway working. As per the distribution, the contractor has to attend the advertised work with his labour at the HPT, JSWT & NVU Depots of SWR Zone during working hours. However the individual quantity at site may vary as per requirement of railways keeping the total quantity within the advertised quantity. Prior intimation of the tentative requirement of various types of activities at various locations will be advised to the contractor at the time of commencement of work.
3. The measurement of work shall be carried out by nominated representative of DME/C&W/HPT.
4. The work involves Gas/Plasma cutting & welding work of various wagon components at HPT, JSWT & NVU Depot as per scope of work defined in this tender document and annexed Drawings.
5. The contractor should ensure all necessary steps like surface preparation, cleaning & stages etc. during work to ensure good quality welding & cutting work.
6. Wagon components & materials shall be provided by Railways.
7. Compressed Air and Water will be provided by Railways free of cost. However, items like welding/supply cables, pipes and other attachment required for tapping are to be arranged by contractor at his own cost.
8. Electricity will be supplied on chargeable basis. However, in case of any break down in water & power supply, Railways is not liable to pay towards any loss incurred by the contractor on this account. Necessary space will be provided by Railways free of cost for storage of material. However, Railways shall not be responsible for Safety of the items. The space shall under no circumstances be used any other purpose.
9. Welding Transformer, Oxygen/DA/LPG Gas cylinders, Plasma cutting Machine, Electrode oven with their accessories/Back fire arrester (flash back)ISI marked equipment, proper earthing cable, consumables etc should be arranged by the contractor (adequate quantity) as railways will not provide any cutting/welding machines for the work.
10. Consumables like welding electrodes, welding cable, nut bolts, tools etc should be arranged by contractor for executing the subject work.
11. Welders and other staff required for the work is to be arranged by contractor and he will be solely responsible for his staff.
12. All personal safety equipments like welder gloves, goggles, shoes, apron etc for above work is to be provided by contractors to his staff to ensure safe working.
13. The materials released from the wagon would be Railway property & the contractor would have no claim over them.

14. If at any point Railways is not able to provide wagon for repair or other items required to be supplied by the Railways, the contractor will have no claim on that account.
15. The contractor shall be responsible for abiding by all "Statutory Obligations" pertaining to Contract labours employment at work site. The contractor has to follow all the labour laws like minimum wages & other Statutory Obligations and railway administration shall not be liable for the same.
16. The contractor shall provide medical treatment to his staff and labour on account of accident. The Railway administration shall not be responsible to the contractor or any number of the contractor or his staff for injury or death caused by an accident either within on or outside Railway premises during the course of work. The contractor shall be wholly responsible and will make good the claims or compensation claimed by his labour or staff under the workman compensation act or any other rules/laws.
17. Contractor should obtain work permit from Assistant Labour Commissioner (Central) for engaging labour for the advertised work as per the Contract Labour (Regulation & Abolition) Act as applicable. The contractor should observe all the provisions of the Act and maintain relevant wage registers duly witnessed by the representative of the Principle Employer without which on account bills shall not be admitted.
18. The contractor shall comply with the provisions of ESIC act, EPF & MP Act, 1952 and obtain Code No., from the concerned authorities for the workmen employed by him. He shall also indemnify Railways from and against any claim, penalties, recoveries under the above act and rules. Contractors to get the Code No., under EPF & ESI so as to enable the PF Commissioners to extend the Social Security benefits to the workmen engaged by the Railway Contractors.
19. The contractor has to ensure relevant Safety Practices while attending the advertised work. The contractor has to ensure provision of all necessary Safety Equipment required for the safety of his labour engaged for the advertised work at HPT, JSWT & NVU Depots.
20. The depot officials will intimate the contractor at the time of commencement of work the quantity of work to be executed on monthly basis.
21. Based on the availability, the Wagons shall be offered to the contractor for attending. However, the contractor has the liberty to use skilled labour based on the work content and accordingly the number of work force may vary based on the work load.
 - a) Normally, the contractor shall commence the work 30th day of receipt of LOA. However, the contractor may approach DME/HPT depot for any extension of the said period with valid reason. Non commencement of work by contractor shall have the following impacts:
 - b) At the discretion of the tender accepting authority, the contractor may be allowed to commence the work without penal action depending up on the impact of late commencement on the performance (or) with Penalty as specified in the penalty clauses/GCC.
 - c) Extension of the contract Currency Period/Quantity if any shall be as per GCCW-2022 or any latest correction slips issued from time to time.
 - d) The total quantities proposed for outsourcing work per day are approximate and may vary at the time of execution. In the event of non-supply of work to the contractor as per Delivery

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Schedule due to unforeseen circumstances beyond the control of railways, no compensation is payable on account of idling the labour of the Contractor.

e) The tenderer must engage suitable staff for attending the work at HPT, JSWT & NVU depots premises. The particulars of staff to be engaged for the work may be furnished in the proforma of this tender.

22. The electrodes required for welding work are to be deposited with DME/SSE/HPT, JSWT & NVU for the one month stock in advance. The daily requirement may be drawn from them. The LPG and oxygen required for one week cutting work shall be kept by the contractor in his custody.

23. The contractor has to deploy sufficient welders and assistants to carry out the work smoothly.

24. In terms of provisions of new clause 26A.1 to the General Condition of Contract for works-2022 or latest, Contractor shall also deploy following Qualified Engineers during execution of the allotted work. One qualified Graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, One qualified Diploma Holder Engineer when cost of work to be executed is more than 25 lakh, but less than Rs. 200 lakh. Welders deployed for the work should possess the qualification as mentioned above or equivalent and certificate should be submitted before commencement of the work.

25. Railway reserves the right to check welding joints by dye penetrate test/other methods for checking quality of welded joints as many joints are related to safety.

26. The quantity left over for welding and gas cutting work as per bill of quantities at one depot can be utilized at other depots with the accepted rates as mentioned in the contract.

27. Any other works/CAI (Coach Alteration Instruction) instructed by DME/HPT time to time will be carried out without any hindrance.

28. Inspection & work Certification

a) Inspection: The inspection for the work done will be carried out by Nominated representative of the Railways at concerned Depots.

b) The Railway's representative should have free access to inspect the activities involved in various stages of work to check the quality of work as per scope.

c) The details of joint inspection by the representative of Railway and the contractor shall be recorded in the Field Measurement Book available with Nominated Railway representative.

d) If the Officer or Inspection Supervisor concern Depot is not satisfied with the quality of the work, the same work is to be carried out at free of cost again till the quality is improved.

e) Field Measurement Book is basis of all accounts of work done by the contractor which is to be recorded date wise and signed by contractor and Nominated Railway representative. Penalties imposed to the contractor if any may be recorded in the Field Measurement Book by the concerned SSEs and 15% inspection by the concerned Officers before sending the same without fail.

f) All the Field Measurement Books will be consolidated and M Book will be prepared at concerned depots.

g) Damage/Losses to Railways on account of bad workmanship: Contractor has to bear the loss incurred by railways on account of re-work due to bad workman ship of contractor as well as damages to Railway material/equipment/premises on account of negligence of Contractor.

27. Record keeping:-Initial records, field book, measurement recording and bill certification as per the format given by HPT, JSWT & NVU depots shall be done by the concerned depot where the work is being executed. Concern depots will prepare the final Measurement book & bill.

28. In the event of non-supply of Wagons to the contractor as per Delivery Schedule due unforeseen circumstances beyond the control of railways, no compensation is payable on account of idling the infrastructure and labour of the Contractor.

Note:

A. Penalty amount will be recovered from the contractor's running bills. The decision of the Railway Administration will be final in this regard. All the penalties imposed will be recovered through contractors running bills.

B. Besides specific penalty as above the Sr.DME/C&W/UBL reserves the right to impose penalty/penalties for non-compliance of any other conditions of the contract.

C. Depending on the merit of the case, quantum of penalty may be reviewed by DME/HPT & on production of valid reasons for such failures on part of the contractor.

29. Wages to the Labour: Minimum wages as published by the Ministry of Labour, Govt. of India from time to time and the contractor has bound to pay the minimum specified wages to deployed labour though bank only and ensure all legal obligations like ESIC,EPF & etc.

1. Provision of Earned leaves and National Holidays if any is the sole responsibility of the Contractor for contract labour engaged.

2. Contractor shall register the work at Shramikkalyan portal of Indian Railways and regularly enter the details of his labour& wages during the period of the contract.

3. The successful tenderer shall be required to submit Aadhar card/Voter ID/Ration card of the labour engaged to Railway authorities before commencement of the work.

4. In the event of unlikely injury of simple or grievous or fatal or serious nature, it is the responsibility of the contractor bearing Medical expenses or to pay any type of statutory compensation or ex-gratia to deployed labour in any case as per the provision of the labour laws or acts or provision thereof.

30. The contract shall be governed by the law for the time being in force in the Republic of India. For judicial matters, it is confined to High Court of Dharwad-Karnataka.

31. From Railways side, Sr.DME/C&W/UBL, DME/HPT, ADME/Freight & EnHM/UBL (or) Officers/ Railway representatives of nominated Depots are the authorized persons to communicate with the contractor or his authorized person. Their address, mobile no. email id, FAX etc., shall be provided to the contractor and at the same time contractor shall represent an authorized person for day to day communication with his mobile number.

32. Right of Railway to deal with Tenders (GCC Part-I, Clause# 7, 8, 9) The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

33. SAFETY PRECAUTIONS TO BE TAKEN AT WORK SITE:

- a) Proper safety aspects are to be looked into by contractor when undertaking the mentioned work.
- b) The Contractor has to engage full time responsible supervisor to supervise the quality of work. He should be provided with mobile and should immediately respond to call given by the Railway Administration.
- c) Contractor should be solely responsible for taking care of their staff and supervisor against any accident or safety risk.
- d) The Contractor shall provide the safety equipment/Personal Protective Equipment to his workmen and is responsible for ensuring that they use it suitably.
- e) The contractor has to arrange payment to his contract labour according to the latest minimum wages notified by Chief labour commissioner. The contractor should deposit required EPF, ESI, Bonus & leave payment to contract labour, if applicable.
- f) Railway reserves the right for testing of materials/Raw materials if desired from outside test laboratory. The testing charges for the same shall be borne by the contractor.
- g) Waste/scrap generated during the course of work, after completion shall be segregated and dumped in respective color-coded bins kept nearby the work place.
- h) Contractor shall take all necessary and due care to ensure that his activities are not infringing the safe working inside the Depot. The contractor shall remain fully responsible for ensuring Safety and in case of any accident, shall bear cost of all damages to the equipment and men and also damages to railway property. Engineer-in-charge may impose any other conditions necessary for a particular work or site.
- i) Liability of contractor(s) any damage sustained by railways during accidents etc., caused due to contractor(s) failures, fault or negligence. Railway will post an Engineer-in-charge of any grade at site for Technical Supervision of work. The work shall be executed by the contractor in a workman like manner to the satisfaction of the Engineer in-charge. The contractor and his labour shall be guided by the instructions of the Engineer-in-charge. In the event of any accident occurring at the Depot and it is established during the departmental enquiry by the Railway or by Inspector of Depot, that the accident occurred wholly or partly due to any act amounting to negligence on the part of the contractor or his labour in not adhering to the instructions of the Engineer-in-charge, the contractor shall render himself liable for damages, and also legal prosecution if loss of life is involved.

34. WORK AT HEIGHT: Contractor should ensure the following safety measures during this contract period for work at Height.

- a) The Contractor shall not carry out work without obtaining Entry/Work permit and safety instructions
- b) Contract employee while working in height more than 2 meters should wear safety belt.

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- c) Wherever necessary, use of crawling boards, lifeline, and safety belt are compulsory while attending the roof works in wagons so as to comply the safety norms.
- d) No contract employee should enter the depot without valid employees Compensation liability policy or ESI cover.
- e) In case of any injury or ill health to contract employee, the Contractor/Contractor's representative shall immediately take the Victim to Hospital.
- f) Without the permission of electrical department, electrical supply should not be utilized.
- g) The persons engaged in height work should be medically fit.
- h) The permit is valid for the mentioned period only.
- i) Any authorized person from concerned department or Safety Department will have the authority to stop the work immediately in case he finds that the work is being carried out without observing the safety precautions as mentioned below:
- j) Safety belts in good condition should be given to the concerned persons and they should be trained and supervised to wear them and fasten them securely and correctly with a fixed immovable structure or lifeline with fall arrestor.
- k) No tools/materials shall be left on the roof of the wagon after each day's work is over.
- l) Walkie talkies, Mobile phones and other electronic gadgets shall not be carried by persons working at height. These should be deposited at the ground level itself.
- m) Weld power source (Welding M/c) shall not be carried to work at height.
- n) Hand tools like drilling m/c, spanner set, wrenches, etc., should be brought to height only through ropes with safety.

35. General: General condition of contract for works, South Western Railway including all the corrigendum/amended/updated issued as on date of calling the tenders will be applicable and binding for this works.

36. The Bid: Two Packet, Rate should be quoted online through Indian Railway website <http://www.ireps.gov.in> in Bid.

37. Penalty clause:-

Sl. No	Deficiency Observed	Penalty
1	Poor workmanship of finished welded surface observed	Re-cutting and re -welding with penalty of Rs.500/- per instance shall be imposed.
2	Non availability of Identity card, Uniform & safety gadgets (Safety shoes, Welding shield, Goggles etc.)	Rs.100/- per staff per day will be imposed.
3	Damage to Railway property	Amount assessed by Railway representative and as approved by concerned depot officials.
4	If the work of welding and cutting is not completed for the wagons offered by railways every day.	A penalty of Rs.2000/- per instance shall be imposed.
5	For less deployment of supervisors	A penalty of Rs.2000/- per day shall be imposed.
6	If safety of the work is not followed as per the procedure	A penalty of Rs.500/- per instance shall be imposed.
7	Any deviation from working Procedure i.e. If the work is not done as defined in the scope of work	A Penalty of Rs.1000/- per day shall be imposed.
9	Contractor has to bear loss incurred to Railway on account of bad workmanship or damages to Railway material/equipment etc on account of negligence of contractor. An	

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	amount deemed fit shall be decided by competent authority in case of loss.
10	If contractor is failed of start the work as mentioned in LOA. A penalty of Rs.1,000/- per day Shall be imposed.
11	Penalty of Rs.100/- per person per day (after two month grace period) will be imposed On the contractor, if Police Verification Certificate not submitted.
12	If any abnormality was found during inspection of Railway officers then a penalty of Rs.2000/- will be imposed.
13	A penalty of Rs.1000/- per instance shall be imposed for improper earthing while Performing welding work.
14	If contractor staff Misbehaves with the railway staff, consuming alcohol on duty: A penalty of Rs.1000/- per instance will be imposed.
15	If delay in arranging the payment of minimum wages to staff within 10th day of every month (as prescribed). A penalty @ Rs.100/- per staff per day will be imposed.
16	In terms of provisions of new clause 26A.1 to the General Condition of Contract for works-2022 or latest, Contractor shall also deploy following Qualified Engineers during execution of the allotted work. One qualified Graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, One qualified Diploma Holder Engineer when cost of work to be executed is more than 25 lakh, but less than Rs. 200 lakh. Further, In case the contractors fails to employ the Qualified Engineer as aforesaid, he, in terms of provisions of clause 26A.2 to the General Condition of Contract, shall be liable to pay an amount of Rs. 40,000/- or Rs. 25,000/- for each month or part thereof for the default period for the provisions as contained above. (Ref: Railway Board letter no. 2012/CE-I/CT/O/20 dated 10.05.2013)

38. PAYMENT

1. No advance payment shall be made. Payment of bill will be made through RTGS / NEFT system. Contractor has to give consent in a mandate form (Annexed) for receipt of payment through ECS/EFT.
2. Release of payment through ECS/NEFT :
 - i. Tenderer to give consent in a mandate form for receipt of payment through ECS/NEFT.
 - ii. Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name and address, Account type, Bank A/c No and Bank & Branch code as appearing on the MICR cheque issued by the bank.
 - iii. Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information.
 - iv. Any other mode of payment directed by Railway Board from time to time.
 - v. The payment through LC as per guidelines (Railway board's letter no. 2018/CE-I/CT/9 dated 04.06.2018).
 - vi. The cost of any damage caused to the Railway materials/facilities in the working spot as assessed by Railway Administration will be deducted from the Bills of the Contractor.

3. Delay in payment of contractor's bill will be under no circumstances being accepted as excuse for contractor not to carry contract satisfactorily.
4. Rates are inclusive of all taxes, so contractor has to pay goods & service tax and all other genuine taxes levied by Central Government, State Government, Municipal Corporation, Local bodies or any other authorized bodies.
5. Contractor to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/C No. and Bank & Branch code as appearing in MICR cheque issued by the bank. Contractor to attach certificate from their bank certifying the correctness of all above mentioned information.
6. Payment will be made only after Measurement recorded by the authorized nominated representative of DME/HPT & ADME/Freight & EnHM/UBL and bill shall be paid on monthly basis.

39. LABOUR LAWS

1. Legal Obligations

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

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

40. Mandatory compliance to Govt. Scheme

The contractor must ensure and provide documentary evidence for the following —

- a) All the workers or labour employed directly or indirectly by the contractor must be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that

aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.

- b) All the workers or labour employed directly or indirectly by the contractor between the ages 18 — 70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which will be a one year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.
- c) All the workers or labour employed directly or indirectly by the contractor between the ages 18 — 50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which will be a one-year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.
- d) The contractor must submit documentary evidence to show the coverage of all her/ his workers or labour under the above-mentioned schemes at all times during the contract period on an annual basis.
- e) Above provision shall be in accordance with extant law which are subject to change.

41.HOUSING FACILITIES

The Contractor shall have to make his own arrangements for housing facilities for his staff.

42. Tax Deductions at Source

Tax deduction at source from each on-account progress bill shall be made by the employer as per the provisions of the statutes / acts of statutory bodies / local authorities etc.

43. Insurance

- 1. All of the contractor's employees shall have to be covered under ESI as per extant rules. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.
- 2. The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause 21.1) which may arise out of the performance of the contract as per extant rules.

44.NOTICES AND INSTRUCTIONS

- The Contractor shall furnish to the Employer/Engineer the postal address of his office. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.
- The Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

45. Safety Rules:

1. All necessary personal safety equipment as considered adequate should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by their staff.
 2. The contractor staff should take adequate care during working or shunting may be in progress on same or other lines.
 3. To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by Labour Officer/Engineer in- charge of the Department or their representatives.
 4. All practical steps shall be taken to prevent danger to persons employed from risk of fire explosion.
 5. The contractor shall remain fully responsible for ensuring safety and in case of any accident shall bear cost of all damages to equipment and mend and also damages to Railway.
 6. Notwithstanding the above clause from (1) to (5) there is nothing in these to exempt the contractor from the operation of any other act or Rule in force in the Republic of India.
- 46.** Railway reserve to bring any changes (Addition & Deletion) i.e. additional work pertains to the subject work, Proforma / Annexure/ appendix of any section of this tender document, statutory Proforma regarding Labour laws and any other which may arise in future, Tenderers are bound to adopt / add such changes without any objection.
- 47.** The Tenderers are advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- 48.** The Tenderer shall note General Conditions of Contract for works (GCCW-2022 or latest correction slips issued by Railway Board will be applicable) in which it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.
- 49.** 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.

50. In order to increase transparency in payment of Contract Labour wages and other payments, a web-based e-application has been developed and hosted on website **www.shramikkalyan.indianrailways.gov.in.**

All contractors are required to upload details of their LOA's engaged workmen, wage payment details, PF/ESL details, bonus details etc, on monthly basis. **The details so uploaded shall be available in public domain.**

- A. *Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall; register his firm/company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ Updation of Portal shall be done as under:-*
- a) *Contractor shall apply for online 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 on the portal within 7 days of receipt of such request.*
- b) *Contractor once approved by any Engineer, can create password with Login ID (PAN No.) for subsequent use of portal for all LOA's issued in his favour.*
- c) *The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/ Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.*
- d) *After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.*
- e) *It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.*
- B. *While processing payment of any "On Account Bill" of "Final Bill" or release of 'Advances' or 'Performance Guarantee / Security deposit', Contractor shall submit a certificate to the Engineer or Engineer's Representative that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in.' till _____ Month _____ Year."*

51. General condition of contract for works -2022 or latest is part of this tender document and tenderer must go through this document before bidding / submission of their BID.

52. If any ambiguity found between General conditions of contract for works-2022 and Special condition of contract, later will prevail.

53. ELIGIBILITY CRITERIA: Technical, Financial Eligibility Criteria and Definition of Similar Nature of Works are applicable for this tender, since the advertised tender value is more than 50 Lakhs (Clause#10 Part-A Tender Form Second Sheet GCC-2022) and Advance Correction Slip No.1, dt.14.07.2022.

54. Technical Eligibility Criteria:

(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, (or)

(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, (or)

(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

Note: For subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

Note:

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

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

55. Eligibility criteria Relaxation for OEMs/Sources approved by RDSO:

Bidders/Firms, who fulfill the Eligibility criteria (Financial & Technical) fixed by Railway Board vide Letter No. 2011M (M&P)/7/2/Guidelines, dt.23.08.2012 OR Rly. Bd. Letter No.2011M (M&P)/7/2/Guidelines, Dt. 23.01.2020 are also eligible for this contract. Supporting documents must be uploaded in the web portal of IREPS.

56. DEFINITION OF SIMILAR NATURE OF WORK:-

****Similar work means**

Execution of any one or a combination of the following works on railway rolling stock, carried out for Indian Railway Production Units/Indian Railway Workshops/C&W depots other units of Indian Railways/Central Government departments/Public Sector Undertakings (PSUs)/Metro Railways/public listed companies:*

1. Manufacturing of rolling stock

2. Corrosion repair including Welding works on Rolling stock

3. Rehabilitation/Rebuilding of Rolling stock

4. Repair or Rehabilitation of ROH of wagons/NPOH/'C' category repair of wagons involving replacement of side wall/End wall/ Floor of Railway wagons.

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

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

Value of similar work to be considered: As per the guidelines & GCC-2022

57. Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of 'V/N' or 'V' whichever is less; Where

- V= Advertised value of the tender in Crores of Rupees,
- N= Number of years prescribed for completion of work for which bids have been invited.

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

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

58. Bid Capacity: Applicable to this tender as per GCCW-2022 correction slip No.11 since advertised tender value is more than 10 Crores.

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

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

60. Tenderer Credentials: As per GCC Part-I Clauses #11 & 12.

61. Explanation for Eligibility Criteria:

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for GCC Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall takeaway his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No. (s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

15. In case company A is merged with company B, then company B would get the credentials of company A also.

62. Tenderer should submit self-attested copy of work experience certificate as per details given in Annexure – E to consider their offer. The details to be covered in the certificate should be: "Name of the work, Agreement Number and Date, Name of the Agency, Agreement Value in Rupees (Amount in Words and Figures), and Due date and Actual date of completion, Value of Final Bill passed (Amount in Words and Figures), Performance of the contractor. Signature, Name, Designation and Seal of the issuing officer, name of the department, etc., otherwise which the offer will not be deliberated upon."

63. The work experience certificate shall be in the name and style of the tenderer participating or as per provisions under Clause 17 of GCC for JV Firm.

64. Tenderer should submit self-attested copy of work experience certificate, signed by an Officer not below the rank of JA Grade or Bill Passing Officer in Railways and Bill Passing Officer /Executive In-Charge of work in other Govt./Govt. bodies/ Public Sector Undertakings to establish the eligibility criteria.

65. Bid Capacity: Bid Capacity is applicable to this tender as per GCC-2022 correction slip No.11, since advertised tender value is more than 10 Crores.

66. OTHER TERMS & CONDITIONS OF CONTRACT:

a) The quantities shown in the attached schedules are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy; the Railway does not guarantee work under each item of the Schedule.

b) The tenderer must be paid EMD only through modes available on IREPS portal like net banking, debit card, credit card etc.(Bid security declaration in lieu of EMD) The tenderer shall hold the offer open till such date as may be specified in the Tender, it is understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part, that after submitting his Tender, he will not resile

from his offer or modify the terms and conditions thereof in a manner not acceptable to the Sr.DME/C&W/UBL, South Western Railway, Hubballi.

c) Should the tenderer fail to observe or comply with the foregoing stipulation the amount deposited as Security for the due performance of the above stipulation shall be forfeited to the Railway.

d) If the tender is accepted the amount of earnest money will be held as a part of security deposit for the due and faithful fulfillment of the contract. The Bid Security of the unsuccessful tenderer will save as herein before provided be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, not be liable to pay interest thereon.

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

f) If the tenderer deliberately gives wrong information in his tender or creates circumstances for the acceptance of his tender, the Railway reserves the right to reject such tender at any stage.

g) If the tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as canceled. If a partner of firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as canceled, unless the firm retains its character.

h) The earnest money including the amount taken as security deposit for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/tenderers within a reasonable time. The earnest money deposited by the successful tenderer/tenderers will be retained towards part of the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the Contractor fails/contractors fail to execute the Agreement Bond or start the work within a reasonable time (to be determined by the Engineer-in-charge) after notification of the acceptance of his/their tender.

i) Documents testifying to the Tenderers previous experience and financial status should be produced when desired by the Railway.

67. 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, his agents or employees, in the execution of the works or in his 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.

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

69. The authority for acceptance of the tender will rest with the Accepting authority, South Western Railway, Hubballi who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender.

70. The successful tenderer shall be required to execute an agreement with the President of India acting through the Senior Divisional Mechanical Engineer Freight & EnHM, Hubballi of the Railway for carrying out the work according to the General Conditions of Contract and specifications for works of South Western Railway including correction slips issued from time to time.

71. The Tenderer shall keep the offer open for a minimum period of 60 days from the date of opening of the tender, within which period the tenderer cannot withdraw his offer or fails to undertake the contract after acceptance at his tenders, subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of Security Deposit for due performance of the foregoing stipulations.

72. Railway does not agree to pay any taxes in addition to the price quoted. As such the tenderers are advised to take notice of Taxes leviable under contract and quote their rates.

73. Should the Railway decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the form of declaration in "IREPS" before commencement of negotiations.

74. GCC Clause #16 a,b,c : Submitting the tender/tenders without the information referred to Clause#16 a,b,c or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.

75. Restrictions on the Employment of Retired Engineers of Railway Services within One Year of their Retirement: (Clause No.59. (9) of IRGCC-JULY-2022):

The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

76. All Taxes, Royalties and duties, if any, that may be payable under any Central/State Government Tax Acts or Local Bodies Acts or rules on any of the items covered under this contract will be paid by the Contractor. GST shall be paid as per GST Law. Conservancy cess is payable by the contractor and it shall not be reimbursed by Railways to the contractor.

77. GST DEDUCTABLE AT SOURCE: Contractor has to submit GSTN and PAN No. and NEFT details.

I. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken in to account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions of in clause -37 of the Standard general conditions of contract for the completion of works to the entire satisfaction of the Engineer.

II. Tenderers will examine the various provisions of The Central Goods 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.

(III) The successful tenderer who is liable to be registered under CGST/ IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(IV) (a) 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.

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

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

78. The terms and conditions supplemented to the conditions of Tender and contracts, the General Conditions of Contract-2022 should be considered as the part of the Contract papers where the provisions of these Conditions are at variance with the General Conditions of Contract, these terms and conditions shall prevail.

79. SCALE OF SECURITY DEPOSIT.

The scale of security deposit that is to be recovered from the Contractor shall be as follows: Clause 16 of GCC-2022.

80. SECURITY DEPOSIT: Unless otherwise specified in the special conditions, if any, Security Deposit/rate of recovery/mode of recovery shall be as under:

- a) Security Deposit for each work should be 5% of the contract value,
- b) The rate of recovery should be @ 6% of the bill amount till the full Security Deposit is recovered,
- c) Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of Instruments like BG, FD etc., shall be accepted towards Security Deposit. Security Deposit shall be returned to the contractor after the physical completion of the work as certified by competent authority as per GCC.
- d) Conversion of Security deposit in to FDR after recovery of full stipulated SD: If the contractor so desires, the cash deposits in the form of security deposit may be allowed to be converted in to FDRs (in favour of respective Accounts Officers and on account of contractor) after full recovery, at the discretion of the Railway, duly collecting necessary charges of conversion by the Railway administration.

81. PERFORMANCE GUARANTEE: 05% of the contract value:

The procedure for obtaining Performance Guarantee is outlined below: Clause 16 (4) of GCC-2022:

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21(Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days

from the date of issue of LOA, the contract shall be terminated duly forfeiting earnest money and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms in favour of Sr.DFM/UBL, amounting to 05% (Five) of the contract value:

- i. A deposit of Cash;
- ii. Irrevocable Bank Guarantee;
- iii. Government Securities including State Loan Bonds at 5% below the market value;
- iv. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds.
These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- v. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- vi. A Deposit in the Post Office Saving Bank;
- vii. A Deposit in the National Savings Certificates;
- Viii. Twelve years National Defence Certificates;
- ix. Ten years Defence Deposits;
- x. National Defence Bonds and
- xi. Unit Trust Certificates at 5 % below market value or at the face value whichever is less.

82. The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

II. The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

III. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

IV. Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be en-cashed.

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

(a) Failure by the Contractor to extend the validity of the Performance Guarantee as described here in above, in which event the Engineer 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 30days of the service of notice to this effect by Engineer.

(c) The Contract being determined or rescinded under clause 62 of these conditions.

83. DEDUCTION OF INCOME TAX AT SOURCE: Railways shall deduct Income tax as applicable from the payments made to the contractor.

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

(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,

(b) Price variation clause: Applicable for this work as per GCCW-2022 or latest correction slips issued by railway board from time to time.

(c) Statutory Variation Clause: Any addition or variation of statutory taxes, levies and duties after the date of opening of tender shall be paid to the contractor after production of necessary document proof. Similarly benefit of reduction/ abolition of duties, taxes or levies, if any, should be passed on to Railway.

85. PERIOD OF COMPLETION: The Railway expects that a resourceful and experienced contractor should be able to complete the work in all respects in 2 years from 31st day of the date of receipt of LOA/ Date of commencement.

- Extension of Completion period of contract if any as per Clause #17 of GCC.

86. "It is HEREBY AGREED that it shall be the duty of the contractor to keep himself informed of all corrections, and amendments of the said General Conditions of Contract made up to the date of the execution of these presents and no objection shall be taken by the Contractor on the ground that he was not aware of such amendments and corrections of the said General Conditions of Contract or to any of them.

87. VARIATIONS IN QUANTITIES:

The quantities of each item of work furnished in the Schedule are approximate and are intended for the guidance of Tenderer/Contractor. In actual execution of work, there may be some increase/decrease in the quantities specified. Such variation up to 25% shall in no degree affect the validity of the contract and it shall be performed by the contractor as provided therein and be subjected to the same conditions, stipulations and obligations originally and expressly included and provided for in specifications and drawings and the amount to be paid therefore shall be calculated in accordance with the following rates:-

A	Up to 25%	Original accepted rate.
B	More than 25% of the agreement quantity.	As per Clause 42 of Indian Railways General Conditions of Contract.

In the event of any reduction in the quantity to be executed for any reasons whatsoever, the contractor shall not be entitled to any compensation but shall be paid only for the actual amount of work done.

88. Settlement of disputes: –

Indian Railway Arbitration and Conciliation Rules: As per Clauses 63 & 64 of GCC-2022 and as per the Railway Board guidelines issued from time to time.

89. Determination of Contract:-

As per Clauses 61 & 62 of GCC-2022 and as per the Railway Board guidelines issued from time to time.

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

- Contractor Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948
- Factories Act, 1948
- Child Labour Act, 1986
- Equal Remuneration Act, 1976

- Industrial Disputes Act, 1947
- Payment of Bonus Act, 1965
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
- ANY OTHER RELEVANT GOVT ACTS as applicable to the contract from time to time shall be complied.

91. The necessary registers are to be maintained at site upto date. Railway officials, authorities concerned, including Welfare Inspectors shall have the right to inspect the books of the contractor to ensure compliance of the above provisions.

92. Submission of police verification of antecedents of Contractual staff:

As per Railway Board Letter No. 2020/Sec/ (CCB)/45/50/Misc. dated. 03.02.2020. Police Verification Certificate (PVC) should be obtained for contractual staff those who are all engaged for this work of your contract staff working inside the DME/HPT & ADME/Freigh & EnHM/UBL Respective Depots S.W.Railway. Without police verification certificate, work/Entry permits shall not be issued to contractor staff. However, a statement from the contractor owing responsibility for the staff engaged by his firm may be accepted for short tenure till the police verification certificates are submitted.

Note:-

- a. The prospective Tenderers may contact the representatives of DME/HPT & ADME/Freight & EnHM/UBL's Respective Depots S.W.Railway for ascertain the nature of work to be done before submitting the offer.
- b. Information as called for in all the annexures shall be invariably furnished.
- c. In case of any dispute regarding makes/specifications, supply of materials (or) any other dispute the decision of Sr.DME/C&W/UBL is final.

93. OTHER DISQUALIFICATION CRITERIA:

- a) Self declaration in the form of Annexure – G & G1,

The tenderers shall submit a self declaration certificate in this format, stating that all their Statements/documents submitted along with bid are true and factual. Non submission of above certificate by the bidder shall result in non - deliberation of his/their bid. (Vide clause No.6.1, Part-I of GCC-2022 with advanced correction slip-2, date: 13-12-2022).

It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying criteria mentioned in the Tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- b) Tenderer Declaration as per Tender form First sheet of GCC in the form of Annexure –I, Tenderer Declaration is to be submitted by the firm as per Tender form First sheet of GCC, enclosed as Annexure–I by the bidder and Non-submission this document shall result in summarily rejection of his /their bid. (In terms of Part-I of GCC-Page#9, Annexure #I).

- c) Undertaking against non black listed/debarring in the form of Annexure –J, An undertaking that the firm is not blacklisted or debarred by Railways or any other Ministry /Department of Govt. of India from participation in tender on the date of opening of bids” shall be uploaded in the form of Annexure-J and Non-submission shall result in summarily rejection of his/their bid (Clause #14, Part-I of GCC).

- d) Employment/Partnership etc. of Retired Railway Employees in the form of Annexure –M. Information regarding Employment/Partnership etc. of Retired Railway Employees, if any, shall be given in the form of proforma given in the Annexure-M by the bidder. If no such employee was

engaged, a –NIL- statement may be submitted in the above Annexure. Non-submission this annexure shall result in summarily rejection of his /their bid. (In terms of GCC Part-I, Clause 16).

e) Valid Bid Security/BG in the format of Annexure –N, EMD: Tenders without accompanying valid EMD shall be will not be deliberated upon.

f) Tenderer(s) shall note that Conditional / Alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest tenderer.

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

h) The Bidder must read and Comply the instructions laid down in the following Para's of GCC-2022 which are mandatory documents should be submitted along with the tender for successful bid completion. Non compliance may lead to Passover the bidder.

i) **ADDITIONAL DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER:** - The following annexure are made part of to access the capacity of the bidder and doesn't consists as a part of eligibility criteria of the bidder.

j) List of personnel organization available on hand and proposed to be engaged for the subject work. These two lists should be given separately and signed by Tenderer and are to be submitted in the proforma given in the Annexure – 'A'.

k) List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work and this list shall be signed by the Tenderer and is to be submitted in the Proforma given in the Annexure – 'B'.

l) List of completed works in the last three Financial Years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given in the Annexure – 'C'.

m) List of Works on Hand indicating name of work, contract value, bill amount paid so far ; due date of completion etc. to be furnished by Contractor in Annexure – 'D' this Certificate is to be signed by Contractor.

n) Tenderer details are may be furnished in the form of proforma given in the Annexure–I

o) An Undertaking Declaration is may be submitted regarding Minimum Wages-in the form of proforma given in the Annexure- M.

Note: Checklists of documents are to be submitted at the time of tender submission is given as Annexure for easy guidance and compliance from prospective tenderers.

MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.200/- or appropriate value as per Stamp Duty Act.

*The stamp paper has to be in the name of the tenderer) ***

1) This Memorandum of understanding executed this _____ day of _____ 20__ between _____ (Name of Co.) _____ a company registered under the companies Act 1956 having its registered office at _____ represented through its Director / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ represented through its Partner Shri _____ / Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND

2) M/s. _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having its registered office at _____ represented through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART. **OR**

M/s. _____ a partnership firm registered under the Indian Partnership Act 19__ having its registered office _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

3) This Memorandum of understanding executed this _____ day of _____ 20__ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART. **OR** M/s. _____ a partnership firm registered under the Indian Partnership Act 19__ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

4) This Memorandum of understanding executed this _____ day of _____ 20__ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19__ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART. **AND**

5) This Memorandum of understanding executed this _____ day of _____ 20__ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____

OPEN E-TENDER NOTICE No. 42 /MECH/ OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

_____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART. **OR**

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

Whereas Chief Administrative Officer, Construction, South Western railway hereinafter referred to as Owner / Customer has invited Tender Nos. _____ hereinafter referred to as the South Western Railway Tender for the work of _____ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Second part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Third part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fourth part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fifth part i.e. M/s. _____ details to be supplied of the expertise in their field.

And whereas parties to this MOU, have agreed to co-operative with each other to associate jointly and to form a joint Venture firm to participate in the South Western Railway Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1) The Purpose of MOU.

M/s. _____ and _____ agree to co-operate with each other for the purpose of joint participation in the South Western Railway Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below.

2) The name of the Jt. Venture firm shall be _____

3) The parties, hereto, represented that:

a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.

b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the SOUTH WESTERN RAILWAY Tender.

That each of the parties of the J.V. agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s.....%

M/s.....%

M/s.....%

M/s.....%

M/s.....%

Lead Member:

That one of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and no less than 10% each in case of JV firms with more than three members. In case of JV firm foreign members(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to their shares. Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:

a) That after submission of the tender, the MOU shall not be modified/altered/terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc. but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agrees that the Lead Member will continue to be the Lead Member of J.V. Firm.

b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of the South Western Railway Tender, all terms shall be complied by each party on back-to back basis as per specifications of the South Western Railway Tender or any other mutually agreed terms with the Owner / Customer. The Parties here to shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Customer in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. Shri _____ shall be authorized partner/person to digitally sign and upload the tender on IREPS Works Module Portal on behalf of the Joint Venture and to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of South Western Railway tender/contract. All notices/correspondence with respect to the contracts would be sent only to this authorised member of the JV firm.

7. Notwithstanding anything contained herein, in respect of the South Western Railway Tender with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.

8. The Parties agree that with respect to the South Western Railway Tender neither Party, nor any subsidiary company of either party, nor any joint venture company or any other entity, in which the party/ies, is or are in any way interested, shall compete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person

or entity or any affiliate thereof in respect of any orders or contracts related to the South Western Railway Tender.

a. Responsibility

Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the contract and in this MOU as if it was, with regard to its Scope of work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

b. Assignability

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Customer.

c. Use of Machinery, Instruments, Labour Force etc.

The Parties here to undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

9. Duration of MOU

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

10. Applicable Law

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Bangalore.

11. Settlement of Disputes:

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act 1996 or/and amendments thereof.

12. All communications or notices provided for herein shall be in English language and be delivered, mailed, or telefaxed to the Parties addresses as indicated below:

M/s..... M/s.....

All correspondence and notices to the joint Venture shall be addressed to the Lead Member, i.e.

M/s..... Shri at the address stated herein below.

M/s.....

.....

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

13. Each Party shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

14. The parties to this MOU declares and certifies that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorised representatives on the date and year mentioned herein above.

Signature

Signature

Signature

Shri_____ of Shri _____ of Shri_____ of M/s._____ M/s._____

M/s._____

Signature: Signature

Shri _____ Shri _____

Witnesses:

1) Name Address:

2) Name Address:

[With up to date correction slip to be follow].

ANNEXURE - A

PROFORMA

1. ENGINEERING ORGANIZATION AVAILABLE ON HAND

SL. No	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

2. ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE.

SL. No	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

3 ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED)

SL. No	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

SIGNATURE OF TENDERER

DATE

1. PLANT & MACHINERY AVAILABLE ON HAND

SL. No	Particulars of machinery, Plant & equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	Purchase Bill No & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE.

SL. No	Particulars of machinery, Plant & equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	Purchase Bill No & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

3. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE

SL. No	Particulars of machinery, Plant & equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	Purchase Bill No & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

SIGNATURE OF TENDERER
DATE

LIST OF COMPLETED WORKS BY THE TENDERER

SL. No	Name of the work	Agreement No and Date	Designation and address of agreement signing authority	Agreement value in lakhs	Completed value of work (in Lakhs)	Date of Completion	Remarks
Railway Works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF TENDERER
DATE

LIST OF WORKS ON HAND WITH THE TENDERER:

Sl. No	Name of work	Agreement No. and Date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken.
Railway Works:							
A							
B							
C							
D							
Z							
State/Govt Works							
A							
B							
C							
D							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
Z							

SIGNATURE OF TENDERER
DATE

PROFORMA OF EXPERIENCE CERTIFICATE

Sl.No	Works Details	Details
1	Name of the Work	
2	Name of the Agency	
3	Agreement Number, date and name of the Agency	
4	Agreement Value in Rupees (in words and figures)	
5	Due date of completion	
6	Number of Extensions granted	
7	Actual date of completion of work	
8	Value of final bill if passed (in words)	
9	Work completed but Final measurements not recorded a) Amount paid so far as in CC Bill No	
10	Work completed , Final measurements recorded with negative variation a) Amount so far paid as in CC BILL No	
11	Work completed , if Final measurements recorded with positive variation which is not sanctioned yet a) Original agreement value or last sanctioned agreement value whichever is lower	
12	Performance of the Contractor	

Note:

1. This certificate in this proforma is to be issued only for physically Completed work.
2. Tenderer may submit self attested copy of work experience certificate, signed by an Officer not below the rank of **JA Grade** or **Bill Passing Officer** in Railways and **Bill Passing Officer** /Executive In Charge of work in other Govt./Govt. bodies/Public Sector Undertakings to establish the eligibility criteria.

The certificate should contain the details regarding Name of the work, Agreement Number and Date, Name of the Agency, Agreement Value in Rupees (Amount in Words and Figures), Due date and Actual date of completion, Value of Final Bill passed (Amount in Words and Figures), Performance of the contractor. Signature, Name, Designation and Seal of the issuing officer, name of the department, etc.

Signature:

Name of the officer

Designation:

Address:

Office Seal:

Phone/Fax. No.

Date:

OPEN E-TENDER NOTICE No. 42 /MECH/ OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

ANNEXURE - "F"

CHARTERED ACCOUNTANT CERTIFICATE as per Annexure-VI B of GCC-2022

➤ NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)				
Sl. No	Financial Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
01	02	03	04	05
Average Annual Contractual Turnover for last 3 years				

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

b. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.

c. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

CA Signature Name of the :
CA :
UDIN # | : |
Registration Number :
Address :
Office seal :
Phone No. :
e-mail id :
Date

Note to the tenderer: This certificate shall be accomplished with audited balance sheets with UDIN P&L Account's statements.

FORMAT FOR SELF DECLARATION CERTIFICATE

(To be uploaded by the tenderer along with the tender Documents -Annexure-V of GCC-2022)

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

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

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

FORMAT FOR SELF DECLARATION CERTIFICATE

(To be uploaded by the tenderer along with the tender Documents -Annexure-V(A) of GCC-2022 & as ACS- 02 of GCC-2022)

(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),

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated:

(Declaration is to be submitted by the tenderer)

TENDERER DECLARATION

Tender Number _____

Name of the work _____

To:

The President of India,
Acting through the Sr.DME/C&W/UBL,
SOUTH WESTERN RAILWAY-HUBLI-580020.

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

SIGNATURE OF TENDERER(S)

DATE

Signature of the witnesses:

i)

ii)

Address of the tenderer(s)

UNDER TAKING

(Declaration is to be submitted mandatorily by the firm in terms of
Clause#14(ii)/18 of Part-I, GCC-2022)

I/We _____ (Name of the Firm) submit the undertaking that my/our
firm_____ is not blacklisted or debarred by Railways or any other Ministry /
Department of Govt. of India as on date of the present tender opening of bids.

Signature of the tenderer

Name:

Stamp/Seal:

Date:

Note:

1. Concealment / wrong information in regard to above shall make the contract liable for
determination under Clause 62 of the General Conditions of Contract.

UNDER TAKING

(Declaration to be submitted by the firm)

I/We _____ (Name of the Firm) submit the undertaking that my/our _____ firm will be paid minimum wages to the staff engaged as per minimum wages Act. Ministry of Labor, Govt. of India will issue enhanced/revised rate wages of contract labor from time to time.

Signature of the tenderer

Stamp/Seal

Date:

Address of the Tenderer(s):

TENDERER DETAILS

01. Name/s of Tender/s _____

02. Whether Individual/firm/ _____

Company/Co-operative _____

Society (duly registered) _____

03. Permanent (i) Business address: _____

(ii) Residential Address: _____

04. If a firm:-

(a) Whether registered or unregistered, Partnership or
Proprietorship: _____

(b) Date and No. of Registration under Indian partnership
Act: _____

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

05 If a Company: -

(a) Whether incorporated in India: _____

(b) Names and addresses of Directors: _____

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

06. If a Registered co-operative society of actual workers:-

(a) Name of the Society _____

(b) Name of the President _____

(c) Address _____

(d) Date and No. of Registration of the Society

NOTE:- A certified copy of 1) Certificate of Registration, 2) Memorandum of Articles of the Society, 3) Last audited Balance Sheet and Profit and Loss Accounts should be enclosed with this tender.

Name & Signature of the tenderer

Name & Signature of the tenderer

UNDER TAKING

(Declaration is to be submitted by the firm)

- Tender Number:_____
- Name of the work:_____

Information regarding Employment/Partnership etc. of Retired Railway Employees in terms of GCC-2022,Part-I, Clause #16 a, b & c. are gone through thoroughly and

I declare that

- (i) No retired employee/manager (or) Retired gazetted officer is working in our organization
(ii) The details of the Railway retired employee or gazetted officer working in our organization and is associated with the bid.

SL. No	Name of the Retired Railway Employee	Designation	Date/Month/year of Retirement

- (iii) Details 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

- (iv) Bidder having relative(s) employed in gazetted capacity in the any department of the Railway, the same should be brought to the notice of authority inviting tender in the following table.

SL.No	Name of the Retired Railway Employee	Designation	Date/Month/year of Retirement

Signature Of the bidder
Stamp/Seal
Date:

(Bid Security)

Annexure – N

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank:

President of India,

Acting through,..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.: Date:.....

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

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

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

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee herein before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

OPEN E-TENDER NOTICE No. 42 /MECH/ OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....[insert date of issue] till[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR,NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

Place..... Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.....

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal Bank's Seal

[P/Attorney]No.

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

**NATIONAL ELECTRONIC FUNDS TRANSFER
MANDATE FORM**

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

I hereby decide that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user instruction responsible.

I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.

Date:

Signature of the Investor/Customer

Certified that the particulars furnished above are correct as per our records.

Bank Stamp/Date

Signature of the Authorized Official of the Bank.

Enclose a Copy of Cancelled Cheque.

Annexure-O

Specification For Personal Computer

Sl.No	Description	Specification/Make	Qty
1	<p>a) Personal Computer(Desktop/Laptop) - 3 Nos</p> <p>b) UPS – 3 nos.</p> <p>c) HP LaserJet P1108 Single Function Monochrome laser printer- (3 Nos)</p>	<p>1. Make of PC: ACER/ HP/Lenovo.</p> <p>2. Processor : Intel Core i5, 12th Gen or higher</p> <p>3. Mother board</p> <p>Expansion slots:Pclex1(1),PClex4(0), PClex16(1),M.2 for SSD(1),M.2 for Wi-Fi (1)</p> <p>4.TPM(Trusted Platform Module)</p> <p>Discrete TPM 2.0</p> <p><u>5.Memory</u></p> <p>RAM :16GB DDR4</p> <p>Total no of DIMM slots available:-2</p> <p>No of DIMM slots populated with Memory Card/module:-1</p> <p>6.Hard disk : 1 TB SATA HDD or higher with 7200 rpm</p> <p>7.Mouse : Optical with USB interface, Logitech or Microsoft</p> <p>8.Key Board : Multimedia</p> <p>9. Monitor: 18.5" or 19" of LED / TFT Digital Colour Monitor TCO -05 Certified.</p> <p>10.Optical Drive : 8X or better DVD ROM/RW drive (re-writable)</p> <p>11. Bays: 3 Nos. or above.</p> <p>No of internal bays available size 2.5" :-1</p> <p>No of internal bays populated size 2.5" :-1</p> <p>No of internal bays available size 3.5" :-1</p> <p>No of internal bays populated size 3.5" :-1</p> <p>12. Ports: 6 USB ports (with at least 2 in front), audio ports for microphone and headphone in front.</p> <p>13. Graphics: I Graphics Type: Integrated Graphic Card make and model-must declare: Intel UHD Graphics 730</p> <p>14. Network facility: 10/100/1000 on board integrated network port with remote booting facility, remote system installation, and remote wake up, out of band management using any standard management software.</p> <p>15.Operating System:</p> <p>Factory preloaded operating system by desktop OEM Window 11 professional or latest Recovery media for OS: Stored in partition of the hard disk</p> <p>16. Preloaded software: Norton or McAfee or eTrust or e-scan or Fore Front or Trend Micro or PC tool or Quick heal Antivirus (Latest version) with 4 years License.</p> <p>17.UPS : Line interactive UPS with AVR for single phase AC 160V to 280V input rated KVA 1.0</p>	3 Nos

OPEN E-TENDER NOTICE No. 42 /MECH/ OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

		minimum, VAH 800, Make: APC 18. Printer: B/W Laser jet printer of duty cycle up to 10000 pages and printing speed 20-24 ppm. Make: HP/ RICOH/ CANON 19. Software: software suitable for this project.	
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Note: - Minor modification may be made with approval of competent authority. Contractor has to hand over the computers and printers to railways after completion of the contract.

SCOPE OF WORK

OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS (730 Days).

Qualification Requirement for outsourced Welders

1. Qualification Standards (For Fusion welding of steel)

Welders must be qualified according to ISO 9606-1:2017 (or latest) OR IS 7310 (Part 1): 2019 (or latest) for fusion welding of steel as per the approved Welding procedure Specification (WPS), which includes material type, thickness, joint type , welding position, welding process, and consumables.

AND

2. Educational and Training Requirements:

a) Matriculation/SSLC plus ITI certification from a recognized institution (NCVT/SCVT) in the welder trade.

OR

b) Act Apprentices trained and certified in the welder trade by any Railway Unit, Government, Semi-Government, or PSU unit are also eligible.

AND

3. Competency Test by Railway Unit: Railways shall conduct competency test at their premises on the welders engaged for outsourced work to verify their skills by taking trial test on at least 2 sample pieces at the cost of the Railways and if the trial is found satisfactory, Competency certificate will be issued by respective officer/SSE (Incharge). In case competency test trail of the welder is found to be unsatisfactory, cost of the test shall be borne by the contractor.

4. The validity and process of renewal of competency certificate would be as defined in ISO 9606-1:2017 and IS 7310 (Part I)-2019 Para 9.

SL. NO	Manpower Description	Minimum Qualification required	Minimum Experience required
1	Skilled welders	As mentioned above	Min 5 years in the relevant field
2	Semi-skilled (Supervisors)	Diploma in Engineering/ IIHM/Graduate	3 years
3	Unskilled (Helpers)	10 th pass	Min 2 years in the relevant field

1. General

The contractor shall provide **skilled manpower, tools, equipment, welding consumables, and gas cutting arrangements** required for executing welding and gas cutting works for maintenance, & repair of wagon components.

All works shall be executed strictly as per the **technical specifications, quality standards, and safety regulations** applicable in the depots.

2. Gas Cutting Work

The contractor shall perform gas cutting operations including but not limited to:

- Cutting of damaged **wagon body panels, plates, beams, channels, and structural members.**
- Removal of **corroded or worn-out MS and SS components** from wagons.
- Edge preparation for welding including **beveling and trimming.**
- Cutting of plates, brackets, stiffeners, gussets, and reinforcement members.
- Flame straightening where required.
- Gas cutting shall ensure **clean cuts, dimensional accuracy, and minimal thermal distortion.**

3. Welding Work

The contractor shall perform welding operations such as:

- **Manual Metal Arc Welding (MMAW)** for Mild Steel structures.
- **MIG / TIG welding** for Stainless Steel components where required.
- Welding of **wagon body plates, doors, side walls, end walls, floors, frames, and structural supports.**
- Repair welding of **cracks, joints, and structural damages.**
- Welding of **replacement components and reinforcement members.**
- Stainless steel welding for **SS wagons or SS components** using appropriate electrodes/wire.
- All welding shall be carried out using **approved electrodes and consumables** suitable for MS and SS materials.
- All welding must comply with approved **welding procedures, required welding standards and codes, Proper weld penetration and strength.**

4. Surface Preparation

Prior to welding or cutting operations, the contractor shall ensure:

- Removal of **rust, scale, grease, oil, paint, and contaminants.**
- Proper **cleaning, grinding, and chipping** of welding areas.
- Preparation of edges for proper weld penetration.

5. Post-Welding and Finishing Work

After completion of welding operations, the contractor shall perform:

- **Grinding and dressing of weld joints.**

- Removal of **slag, welding spatter, and sharp edges.**
- Straightening of welded members if distortion occurs.
- Final finishing to meet required workmanship standards.

6. Material Handling

- Handling and shifting of wagon components within the depot.
- Use of proper **lifting tools, chains, and tackles.**
- Protection of stainless steel surfaces from contamination.

7. Inspection and Quality Assurance

- Welds shall be subject to **visual inspection and testing.**
- Any defective welds shall be **rectified at contractor's cost.**
- Work must comply with approved **drawings, Standards and welding practices.**

8. Safety Requirements

The contractor must follow all **safety regulations**, including:

- Mandatory use of **Personal Protective Equipment (PPE)** such as helmets, welding shields, gloves, safety shoes, and goggles.
- Safe storage and handling of **oxygen and acetylene cylinders.**
- Implementation of **fire prevention and firefighting measures** during cutting and welding operations.

9. Tools and Equipment

The contractor shall arrange:

- Welding machines (Arc/MIG/TIG)
- Gas cutting sets
- Electrodes and welding consumables
- Grinding machines and finishing tools
- Measuring instruments and gauges

All equipment must be in **good working condition.**

10. Housekeeping

The contractor shall maintain proper housekeeping in the work area by:

- Clearing scrap materials and debris generated during work.
- Keeping the work site **clean, safe, and organized.**
- Disposing scrap materials as per the instructions of the workshop authority.

11. Completion of Work

All works shall be completed **within the stipulated time schedule** and to the satisfaction of the Engineer-in-Charge.

12. The approximate welding and Gas cutting work for Two years.

SL.NO	Item Description	Item Quantity for two years in meters
1	Welding work of Wagons (Mild Steel) at ROH + Sick line HPT	72,080.90
2	Welding work of Wagons (Stainless Steel) at ROH + Sick line HPT	80,000.00
3	Cutting work of Wagons (Mild Steel) at ROH+ Sick line HPT	35,000.00
4	Cutting work of Wagons (Stainless Steel) at ROH+ Sick line HPT	45,000.00
5	Welding work of Wagons (Mild Steel) JSWT	32,834.40
6	Welding work of Wagons (Stainless Steel) JSWT	6,556.88
7	Cutting work of Wagons (Mild Steel) JSWT	25,345.60
8	Cutting work of Wagons (Stainless Steel) JSWT	4,723.68
9	Welding work of Wagons (Mild Steel) at ROH + Sick line NVU	21,900.00
10	Welding work of Wagons (Stainless Steel) at ROH + Sick line NVU	14,600.00
11	Cutting work of Wagons (Mild Steel) at ROH+ Sick line NVU	21,900.00
12	Cutting work of Wagons (Stainless Steel) at ROH+ Sick line NVU	14,600.00

13. Welding & Gas cutting work to be carried out in the following:

Sl. No.	Item
1	Panel patch welding
2	Floor channel welding
3	Vertical stanchion repairs
4	Welding work involved during Door fitting work
5	Ancillary welding work
6	Running welding other then above work

1. Standard Panel Patch welding & cutting

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Sl. No.	Work Details	Size
a	M.S. Panel Patches /S.S Panel	1500 x 1200 x 5mm
b	M.S. Panel Patches/ S.S Panel	1500 x 850 x 5 mm
c	M.S. Panel Patches/ S.S Panel	1500 x 500 x 5 mm
d	M.S. Panel Patches/ S.S Panel	1500 x 320 x 5 mm
e	M.S. Panel Patches/ S.S Panel	1685 x 560 x 5 mm
f	M.S. Panel Patches/ S.S Panel	560 x 320x 5 mm

2. Floor channel welding

Sl. No.	Work Details
a	Channel welding at both end
b	Slandered welding irrespective of Channel Length
c	L- Bracket Welding

3. Vertical stanchion

Sl. No.	Work Details
a	Stanchion welding
b	Additional strengthening plate welding
c	Top cooping channel
d	Top corner welding

4. Welding work involved during Door fitting work

Sl. No.	Work Details
a	Door cotter locking pin bracket welding
b	Door hinges pin
c	Door fixing charges

5. Ancillary welding work

Sl. No.	Work Details
a	Striker casting wear plate
b	Shank wear plate
c	Anty pilphirage device for knuckle pin
d	Additional safety bracket for operating handle.
e	Hand brake wheel welding
f	BP pipe safety bracket
g	Welding of air hose carrier
h	Yoke pin support plate rivet welding (06 Nos)
i	DV bracket welding
j	BC bracket welding
k	SAB roller safety bracket
l	AR tank safety straps welding
m	BOST wagon door dummy (01 Nos)
n	HB wheel ladder and end wall ladder

OPEN E-TENDER NOTICE No. 42 /MECH/ OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

o	L/E bracket handle
P	Horizontal lever bracket
q	Door strengthening
r	Door tester

6. Running welding other then above work

Sl. No.	Work Details
a	Cross member welding
b	Floor repairs
c	Side body repairs
d	Side body channel repairs

14. Place of work:

The work shall be carried out at SICK LINE & ROH AT HPT, JSWT & NVU Depots of Hubli Division, South Western Railway. In case of any change in location, same needs to be jointly agreed to by authorized representative of contractor and DME/HPT & ADME/UBL.

15. Contractor staff:

The contractor shall ensure that his staff while carrying out the said work, are in uniform and carry an identity card on their person, at all times. They shall behave in a disciplined courteous manner, and in no way, indulge in activities in railway premises, which could cause loss to property or reputation of railways.

16. Communication:

The contractor shall advise his contact/fax number to the Railways in written and ensure that he is contactable round the clock.

17. Quality Audit Checks:

Railway Administration reserves the right to inspect the site of work, at any time/times during the contract period to ascertain whether the work is carried out as per the procedures/norms laid down in the agreement or not. If any discrepancies are found, the firm shall be liable to take corrective action regarding shortcomings pointed out during such checks. This type of Inspection/quality audit will help to maintain the standard of work up to the satisfaction of Railway Administration.

18. Issue of identity cards by contractor:

Contractor should issue identity cards to all his labour being engaged to carry out the work, including the supervisor. These identity cards should be so carried that railway security can identify them. The identity cards should be worn by the contractor's labour on every time, during their presence on railway premises.

19.Any other instruction issued from concerned Depot officer regarding the welding work shall be binding to the contractor during whole currency of contract without any additional cost and objection.

20. *An average of 208.33 meters/day welding work at HPT depot, 53.96 meters/day at JSWT depot & 50 meters/day at NVU depot. Simultaneously, an average of 109.58 meters/day Cutting work at HPT depot, 41.19 meters/day at JSWT depot & 50 meters/day at NVU depot has to be done by the contractor. The figure shown is only indicative & it may vary on day to day basis. Contractor supervisor has to liaison with Railway Supervisor daily for proper execution of the work.*

21. Contractor should ensure the safety before carrying of the work for proper earthing, Welding & cutting i.e. Surface preparation during welding & cutting, proper crimping of the clamps, cleaning of painted surface of wagons for proper welding.

If any deviation in the above procedure will leads to penalty as per penalty clause.

22. Everyday Railway will offer the wagons depending upon the railway requirement & contractor has to complete the work of all offered wagons.

If the contractor fails to complete the work of welding and cutting of wagons offered by railways will leads to a penalty as per penalty clause.

23. Contractor has to depute shift supervisor exclusively for this work to liaison with the Railway supervisor daily for proper execution of the work.

If the contractor fails to depute the shift wise supervisor for the work of welding and cutting of wagons will leads to a penalty as per penalty clause.

24. Payment Terms:

- i. No advance payment will be made by the Railways. Payment to the tenderer shall be made monthly for the work completed as per measurement recorded in site register and certified/ signed by DME/HPT & ADME/UBL or his authorized representative. Payment shall be made as per the actual work done.
- ii. Bill passing authority is Sr.DME/C&W/UBL & bill paying authority is Sr.DFM/UBL.
- iii. Payment to the tenderer shall be made subject to deduction of income tax, other taxes, penalty Imposed or any other statutory deductions.
- iv. Depositing of EPF and ESI of contractor's labours & all other Taxes with concerned authorities is the liability of contractor. No bill of payment will be made without documentary evidence of submission of challan of EPF & ESIC of labour deployed and documentary evidence that the same has also been uploaded in I.R. Shramik Kalyan Portal of that bill month.
- v. Contractor would have to submit the EPF and ESIC of the deputed staff on or upto every 15th of the month.
- vi. Payment against each schedule of works will be based on accepted rate of 'BILL OF QUANTITIES & as per their units
- vii. No interest shall be payable on any amount which is payable to contractor for delayed payment or any other cause.
- viii. Security deposit shall be released only after on successful completion of the contract.
- ix. In case of any dispute, the final decision will be of Sr.DME/ Freight & EnHM/UBL/South Western Railway.

25. SPECIAL TERMS & CONDITIONS OF CONTRACT

1. The work may be carried out round the clock, 7days a week in open in all-weather condition. In case of any change in the timings, permission shall be taken from Sr.DME/Freight & EnHM/UBL.
2. Time of start of repair of wagons will be same as time of pre-inspection by authorized Railway representative and time of completion of repair will be determined from time of offer for final inspection by contractor.
3. Price Variation clause (PVC): shall be as per GCC April2022 or latest correction slip and Railway board's instructions.
4. A register will be maintained for daily attendance of their staff (Annexure-4).
5. Commencement of work:-The Contractor shall be given 30 days time from date of receipt of LOA for procurement of Material, fabrication, Inspection, Transportation and arrange all requisite resources to commence the work. The completion period shall be

reckoned from the 31st day of receipt of the LOA failing which; penalty shall be imposed as per the penalty clause. This period can be extended by Sr.DME/Freight & EnHM/UBL South Western Railway on merits and on application by contractor. Non commencement of work by contractor shall have the following impacts as per penalty clause.

6. Extension of completion period if any shall be on contractor's account with financial implications as per GCC
7. The nominated supervisor will prepare a list of welding and cutting works to be executed for each wagon depending upon the damage condition of wagon. This work list will be given by supervisor to carry out the work. The work in wagon may include part or full activities as detailed in schedule of work. It may be possible that due to variation in quantum of work carried out in wagons, the total number of wagons may vary.
8. The contractor should submit the Police verifications certificate of the staff deployed by him to SSE/C&W/HPT - JSWT & NVU & copy of the same to the RPF/HPT, JSWT & NVU for record within two months from the date of issue of letter of acceptance.
9. All staff proposed to be engaged by the contractor will have to be medically examined by the registered medical practitioner for general fitness & free from any chronic disease at contractor's cost and certificate deposited with DME/HPT & ADME/UBL prior to his appointment to the work Contractor shall follow the minimum wages act, EPF act and other acts related to welfare of labour as enforced time to time. Payment to the contractor's staff shall be made as per current minimum wages and through bank only and the proof of this should be submitted with the bill of that month.
10. Depositing of EPF and ESI of contractor's labour & all other taxes with concerned authorities is the liability of contractor.
11. Contractor shall be liable for payment of GST to Custom and central Excise department. A copy of valid registration certificate shall be provided to this office for record.
12. Loss or injury: Railways shall not be responsible for any personal injury or loss to contractor's staff of the firm or any other loss to the firm while they are on the job at Railway Premises.
13. Each wagon offered by the Railway for repair shall be pre-inspected jointly by the authorized representative of DME/HPT & ADME/UBL and representative of the contractor, who will mark the area to be welded/cutting in the pre-inspection sheet. It will have particulars, like-Wagon number, date of inspection, date and time handed over for the work, nomenclature of the activity to be attended and signature of the authorized representatives.
14. The repairs shall be carried out as per the procedure given under the Scope of Work.
15. Measurement of the work that is length of welding & activities attended in Wagons will be done by authorized Railway representative of DME/HPT & ADME/UBL.
16. Post repair inspection shall be carried out by authorized representative of DME/HPT & ADME/UBL.
17. The contractor shall adhere to the quality standard acceptable to authorized representative of DME/HPT & ADME/UBL, and only those works passed by the authorized representative of DME/HPT & ADME/UBL shall qualify for payment.
18. Defective/rejected repair work will have to be re-done by contractor.
19. The contractor shall submit the detail of manpower (with particulars like, Name, Father's name, Address, Age, Passport size photo) that would be utilized for the work to the depot in-charge and any change in the manpower shall be communicated to the depot in-charge in writing. This should be submitted before starting of the contract at Depot premises as well as in between as and when any of his employees is replaced with the new employee.
20. The contractor shall provide identity card to all those employees deputed to work 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.

21. The contractor shall inform RPF authority regarding his employees deputed to work inside the Depot premises as per the said bio-data. Those employees carrying proper identity card, details of which have been submitted to the concerned Railway representative will be only allowed to work inside the premises.

22. The contractor shall not allow any body to use the premises for any purpose other than that is permitted under the contract.

23. The contractor shall ensure that the workmen engaged by him do not indulge in any indecent behavior or create disturbance in the work place during the course of work, failing which the contract shall be liable to be terminated.

24. No accommodation shall be given to any contractor(s) staff/supervisors for the purpose of stay. No Railway Pass/PTO shall be admissible to the men engaged by the contractor.

25. The contractor shall provide safety equipment (PPE Kit), industrial helmet, uniform and safety shoes to all the employees and shall ensure the use of the same by his staff while on duty.

26. Total schedule value is included all expenses like wages to staff (as per MWA), other miscellaneous expenses and GST and other expenditure. The rates quoted on total schedule value on offer sheet should be inclusive of all cost such as Material, Labour, Consumables, Transportation, applicable taxes, duties and levies etc including GST. Rate quoted on offer sheet shall only be considered.

27. The Railway shall not be responsible for any accident that may occur to contractor's labours/servants for any reasons what so ever. The contractor will himself ensure the safety of his workers and shall be liable to pay claims, whatsoever if made by the contractor labours. Railway will not carry any responsibility of such payments. The contractor will be responsible to supply personal protection equipments (PPE) to his staff and no additional charges are claimable for the same. Contractor should obtain the Insurance policy for his workers to comply with the provision of workman compensation Act 1923.

28. The cost of damage to the Railway property, if caused by the contractor during the execution of work will be charged on the contractor.

29. Any misuse of Railway property will be viewed seriously and the actual cost with penalty will be recovered from the contractor's bills

30. The contractor shall follow the instructions of depot in charge/his representative in execution of the services.

31. The stationery required for maintaining the daily formats and other registers are to be supplied by the contractor.

32. The entire work area including the Railway track shall be kept free of any obstruction/debris released from the wagons repaired by the contractor (for placement and drawls of wagons) on the same day.

33. The contractor must ensure compliance of all labour laws and safety measures for his staff as applicable.

34. Scrap generated from new material at site would belong to the Railway.

35. Contractor will be responsible for safety & security of stores/stored material to be used for repair of wagons.

36. In case wagons are not offered due to unforeseen circumstances contractor will have no claim for compensatory payment
37. Length of welding to be done for each patch or elsewhere will be as per instruction of Railway Representative. Payment for welding will be made based on actual welding length as measured and certified during final inspection by Railway Representative.
38. The Contractor shall adhere to the Labour Rules, Workmen Compensation Act and Payment of minimum wages Act and other Labour legislation's.
39. The Contractor shall furnish complete details of the personnel to be deployed with supervisor(s) giving the working timings. The name / list of all the employees along with supervisor should be submitted
40. That the contract labourers shall not have any claim for the absorption in the Railways. **The contractor will provide three new computers, one for each depot with latest specification as shown in the "Annexure - O"** for the above work with JIO-FI/DONGAL (with sim and net recharge for full contract period) in which all the records related to the work will be recorded and their analysis and information related to FMM will be filled daily. Separate dedicated staff will also be provided for this work, who will fill the information related to the work on the portal as per the guidelines of the Railway Supervisor. After completion of work computers shall be handover to Railway store.
41. The contractor shall comply with the provision of the hours of the employment regulations in respect of the staff employed, by him in the manner decided upon by the appropriate authorities.
42. The Railway Administration reserves the right to decrease the quantity of workload and the decision of the Railway Administration in this respect shall be final and binding on the contractor. The contractor shall not claim any compensation for the decreasing of work load if any.
43. All direct or indirect costs and obligations pertaining to employment of specialized manpower if any will be borne by the contractor.
44. Guarantee: The contractor has to bear complete guarantee of workmanship & welding for satisfactory renewal for 24 months from the date of commissioning of the wagon.
45. The contractor shall, at his own cost and expense, plant a minimum of ten (10) trees every quarter throughout the duration of the contract in the concerned depots where the work is being carrying out.
46. Provision of efficient and competent staff at worksites:-Modification of Clause 26 and introduction of New Clause 26 A to IR's General Conditions of Contract (G.C.C.) on the subjects of" Provision of efficient and competent staff at work sites by the contractor&"Deployment of qualified Engineer at work sites by the Contractor"(Railway Bd's L.No. 2012/CE-I/CT/0/20 dated 10.05.13):-
The Contractor shall employ the following Qualified Engineers during execution of allotted works:- One Qualified graduate engineer when cost of the work to be executed is Rs. 200 Lakhs and above, and One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakhs, but less than Rs.200 lakhs.
47. Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000/-and Rs.25000/-for each month or part thereof for the default period for the provisions, as contained in Para (a)&(b) above respectively. The tenderers are required to read the GCC modified clause 26 & new clause 26A.

48. Letter of Credit:

- i. For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (Le) arrangement.
- ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System-thee-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- iii. The option so exercised, shall be an integral part of the bidder's offer.
- iv. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC: (a) The LC shall be a sight LC
(b) The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of Le and its operation there of shall be borne by the contractor.
(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC Issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation there of shall be borne by the contractor and shall be recovered from his bills.
(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended there after shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his, agents or employees, in relation to the Letter of Credit(LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure H after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
(h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
(i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
(j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

OPEN E-TENDER NOTICE No. 42 /MECH/ OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

- (I) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
 - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
 - (n) Any number of bills can be dealt within one I.C, provided the sub total of payments to contractor is within the amount for which LC has been opened.
 - (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
 - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
 - (q) For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure-LC.
- (ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in'till Month, Year."

Work Register Format

(To be maintained Daily)

NAME OF THE WORK: OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

Contract Agreement No:

SI No	WAGON NO	RLY	TYPE	DATE OF OFFER	DATE OF FIT	No of wagons in hand to Contractor	Total days Taken

FINAL WORK COMPLETION CHECKLIST

(To be maintained for each wagon)

Name of the work: OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

Contract Agreement No:

Wagon No		Sr. no of Annexure 1	
POH		R/Date	
ROH 1		ROH II	
Placement date		Handover Date	

Sl No	Description of work	Unit	Qty/Length Repaired/Replaced (Found in Pre- Inspection)	Qty/Length Executed in Final Inspection

Contractor's sign

Rly Supervisors sign

PRE-INSPECTION CHECKLIST

(To be maintained for each wagon)

Wagon No		Sr. no of Annexure 1	
POH		R/Date	
ROH 1		ROH II	
Placement date		Handover Date	

Parts Description of incoming wagon	Condition Warranted	Repairs

Contractor's sign

Rly Supervisors sign

ATTENDANCE REGISTER FORMAT

(To be maintained Daily)

Name of the work: **OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.**

Contract Agreement No:

Sl No	Nam e of Staff	Date																														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Contractor Representative																																
Rly Representative																																

(Format for Identity card to be issued by Contractor)

1. Name of Work :
2. Contractor's Name:
3. Name of the staff:
4. Qualifications:
5. Present address:
6. Permanent address:
7. Phone no(if any):
8. Working site:
9. Identity card No:

To be affixed
passport size
photograph

Specimen signature of

Signature of contractor

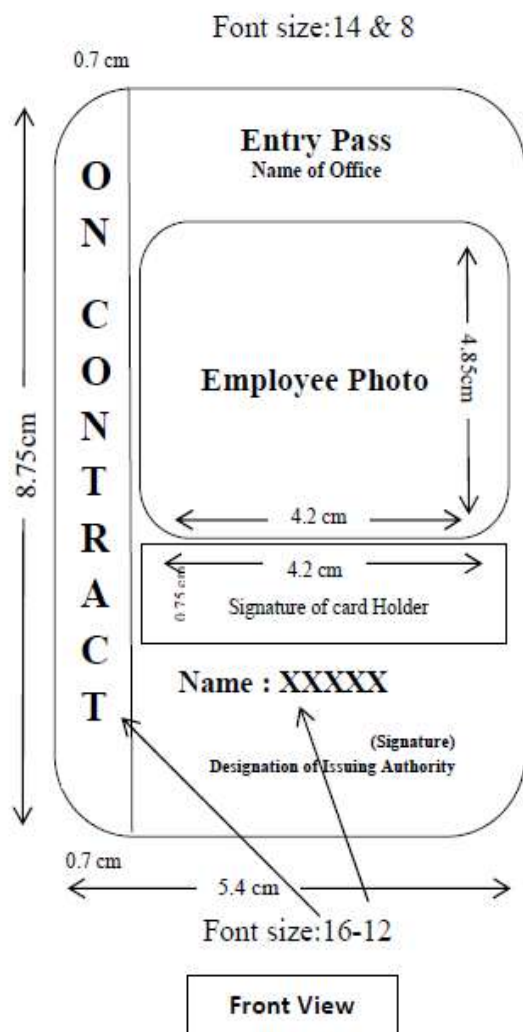
Signature of SSE(C&W)

Contractor's Staff

ANNEXURE-B1-A

Sample of Identity Card for Contract Service Providers in Indian Railways

Font size:14 & 8



0.7 cm

8.75cm

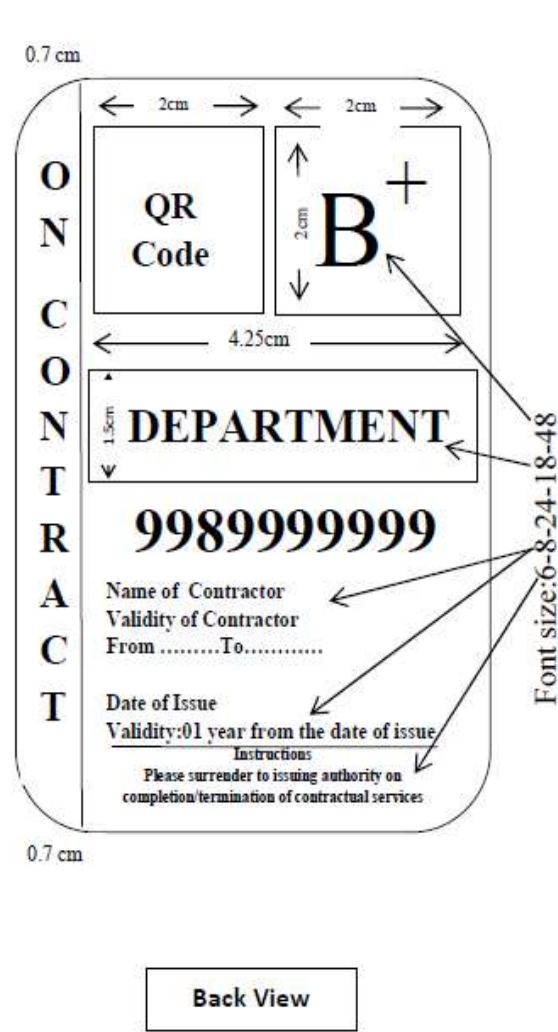
0.7 cm

5.4 cm

Font size:16-12

Front View

0.7 cm



0.7 cm

Font size:6-8-24-18-48

Back View

Front View Details:

- Vertical text on left: **O
N
C
O
N
T
R
A
C
T**
- Top: **Entry Pass** (Font size:14), **Name of Office** (Font size:8)
- Photo: **Employee Photo** (4.85cm x 4.2cm)
- Signature: **Signature of card Holder** (4.2cm x 0.75cm)
- Name: **Name : XXXXX** (Font size:16)
- Designation: **(Signature) Designation of Issuing Authority** (Font size:12)

Back View Details:

- Vertical text on left: **O
N
C
O
N
T
R
A
C
T**
- QR Code (2cm x 2cm)
- Department: **DEPARTMENT** (1.5cm x 4.25cm)
- Contractor ID: **9989999999** (Font size:24)
- Contractor Details: **Name of Contractor**, **Validity of Contractor**, **FromTo.....** (Font size:18)
- Issue Date: **Date of Issue**, **Validity:01 year from the date of issue** (Font size:18)
- Instructions: **Instructions**, **Please surrender to issuing authority on completion/termination of contractual services** (Font size:8)

Note:- Writing Font - Times New Roman

Identity Card for Contract Service Provider in Indian Railways

Specification

Card	
Color	Orange
Size	87MMx54MM
Material	PVC 240 micron
Printing	Digital Printing, Orange
Fabrication	NTR Non Tarable fusing process

<u>Lanyard</u>	
Color	Orange
Size	2cmx96cm
Material	Polyster Silicon Fabric Dor 240gsm
Printing	Dog Hook & Clip SS Plated
Fabrication	Digital Printing both side black font on Orange base

Photograph- Colored

Face Coverage- Center head within frame and present full head from top of hair to bottom of chin. The face should cover 70 percent of the photo area.

Details in QR code:

- i. Name and address
- ii. Aadhar No.
- iii. Date of issue
- iv. Validity upto
- v. Police Verification date
- vi. Name of Agency
- vii. Name & designation of issuing authority

FORM-XI {See rule 223 (c)}

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

Certificate of Medical Examination

1. Certificate Serial No.....

Date.....

2. Name

Identification marks: (1) _____

(2) _____

3. Parent's Name:.....

4. Sex

5. Residenceson/daughter of.....

6. Date of birth, if available..... and/or certificate age.....

7. Physical Fitness

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

8. Reason for -

(1) refusal of certificate _____

(2) certificate being revoked

Signature / Left hand
Thumb impression of worker

Signature with seal
Medical inspector

Note - 1. Exact details of cause of physical disability should be clearly stated.

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

ANNEXURE –B3

Vide Rly Board letter No.2025/F/(X)-II/10/14 DT: 17.10.2025 & 07.11.2025 & Sr.DFM/O/UBL letter No.A/X-I/UBL/Corre/ DT: 11.02.2026, the contractor/bidder shall ensure the Bank Guarantee is transmitted by the issuing bank directly through SFMS platform. Online verification facility for Bank Guarantees (BGs) through SFMS Platform in IPAS should be strictly adhered to by the contractor through Bank.

In this connection, Contractors/bidders are hereby advised to ensure that **Structured Financial Messaging System (SFMS) should be enabled** while obtaining Bank Guarantees from the issuing bank in favour of Railways, the same shall invariably be transmitted through the SFMS platform and the following particulars shall be correctly entered by the issuing bank:

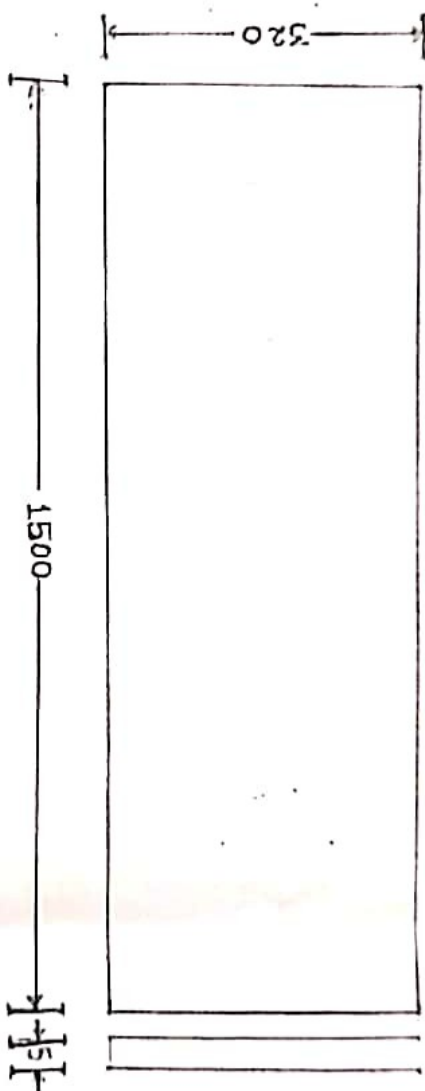
1. IFSC CODE:	SBI000RAIL
2. IFSC TYPE:	BRANCH
3. BANK NAME:	STATE BANK OF INDIA
4. BRANCH NAME:	RAIL
5. CITY NAME:	NAVI MUMBAI
6. ADDRESS:	SECTOR-11,CBD BELAPUR, NAVI MUMAI
7. DISTRICT:	NAVI MUMBAI
8. STATE:	NAVI MUMBAI
9. BG ENABLED:	YES

In view of the above, all the contractors/Bidders are advised to implement the facility of online verification of Bank Guarantees (BGs) through the Structured Financial Messaging System (SFMS). No Offline verification/Confirmation of the Bank Guarantees (BGs) will be entertained here after.

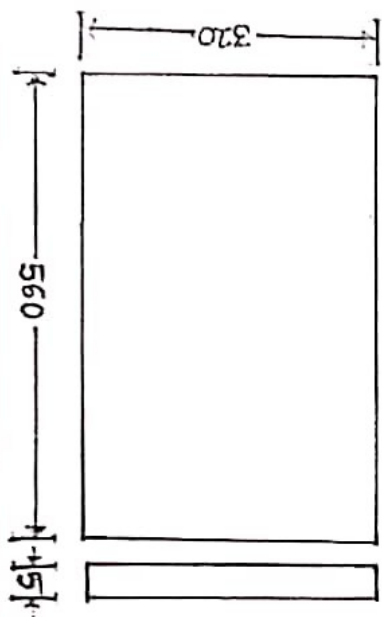
Signature of the contractor
Dt:

1. PATCHES SIZES

1500 x 320 x 5 mm



2. 560 x 320 x 5 mm



10/10/10

29/11/2024
 दावा संवत्सर्न ईशानियर (प. व. का. द.)
 द. प. रैनवे, डोसबेट.

Barbor Section Engineer (C&W)

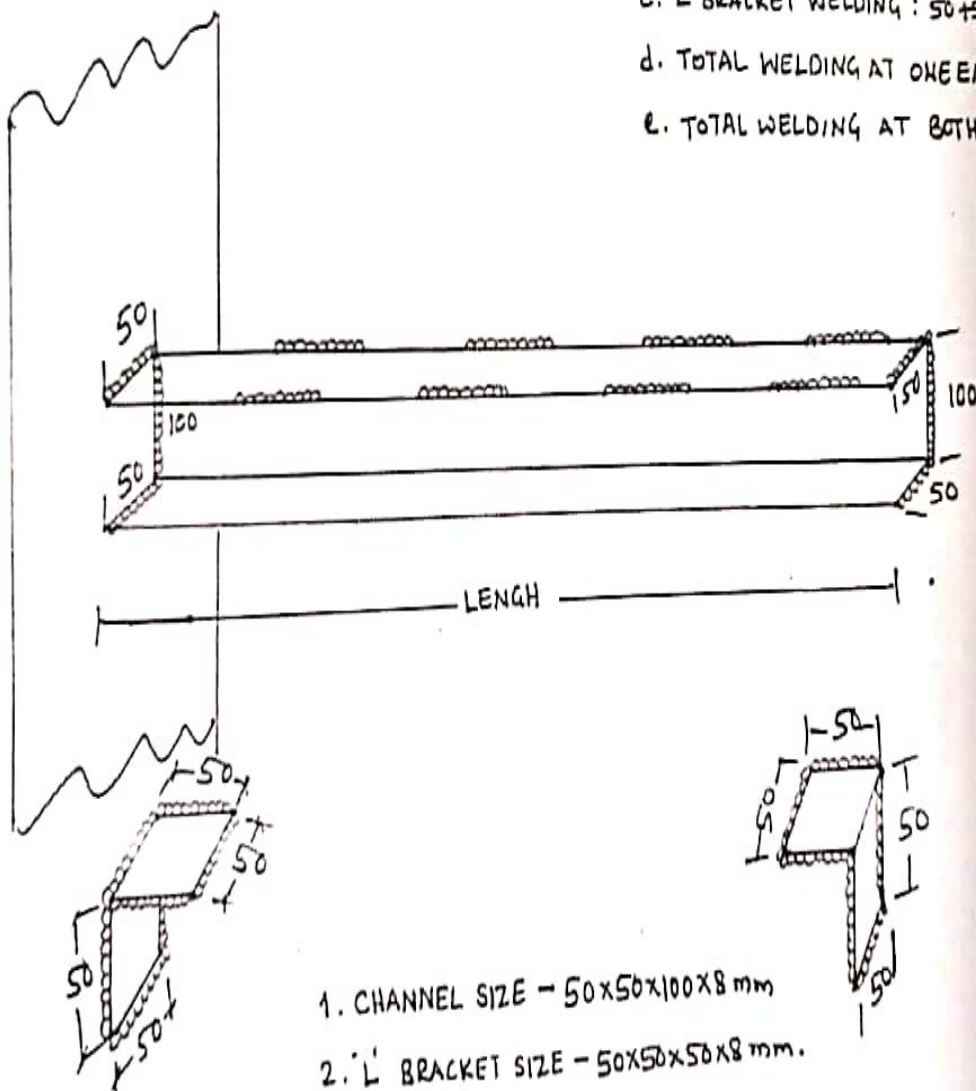
South Western Railway/HOSPET

ARG NO: 01

FLOOR CHANNEL WELDING

TOTAL WELDING INVOLVED FOR 'C' CHANNEL.

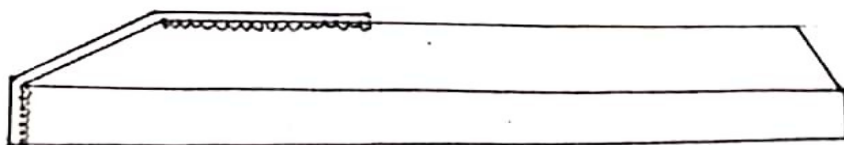
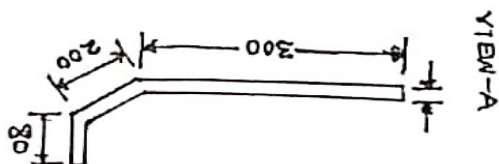
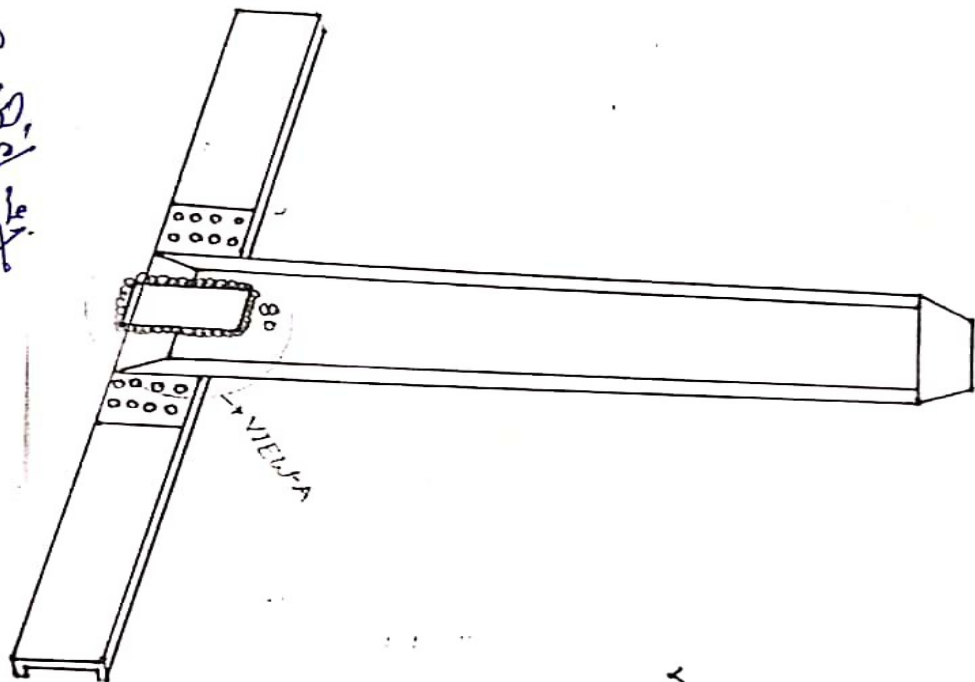
- a. CHANNEL AT ONE END : $50 + 100 + 50 = 200 \text{ mm}$
- b. CHANNEL RUNNING WELDING : $100 \times 4 = 400 \text{ mm}$
- c. 'L' BRACKET WELDING : $50 + 50 + 50 + 50 + 50 + 50 = 300 \text{ mm}$
- d. TOTAL WELDING AT ONE END : $= 900 \text{ mm}$
- e. TOTAL WELDING AT BOTH END : $= 1800 \text{ mm}$



29/09/2022
 वरिष्ठ सेक्शन इंजीनियर (म.व.वा.वि.)
 द.प. रेलवे, होस्पेट.
 Senior Section Engineer (C&W)
 South Western Railway/HOSPET

PRG NO: 03

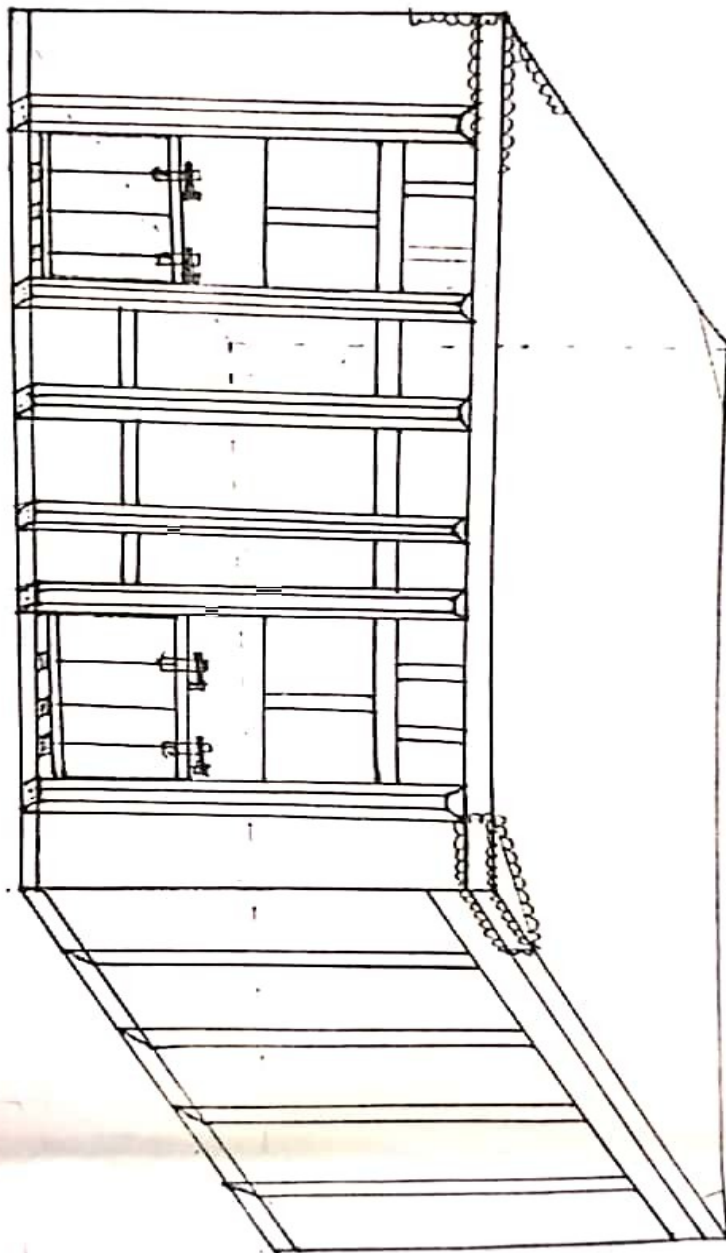
VERTICAL STANCHION WELDING



SIDE VIEW

DRAW NO: 04

22/09/2022
 श्री संजय शर्मा (प.अ.प्र.सि.)
 डी. डी. (सि. वि. वि.)
 Senior Section Engineer (C&W)
 South Western Railway/HOSPET



DRG NO: 05

P. D. P. 1/2

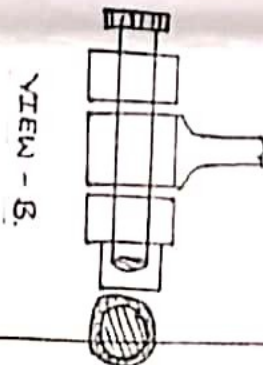
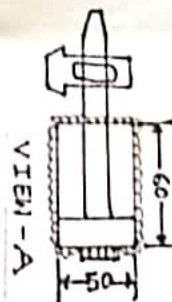
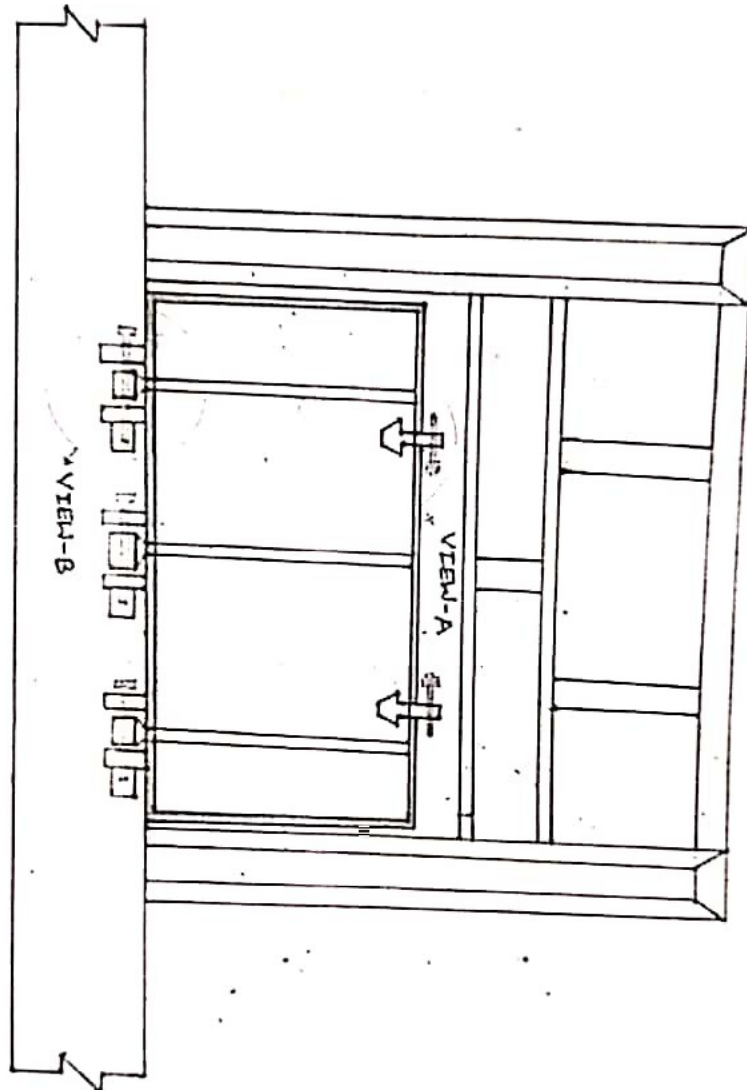
20/09/2021

वर्षा सेक्सन इन्फोनिया (स.व.ब.ए.ई.)

२. द. द. रिमडे, टोसबेट.

**Senior Section Engineer (C&W)
South Western Railway/HOSFET**

WELDING WORK INVOLVED DURING DOOR FITTING



C. S. D. S. S.
 Senior Section Engineer (C&W)
 South Western Railway/HOSPET

DRG NO: 06

Scanned with CamScanner

Bill of Quantities (BOQ)
Financial Bid
(SCHEDULE OF RATES)

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

Name of the work: OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT, JSWT & NVU DEPOTS FOR A PERIOD OF TWO YEARS.

Tender Value: 12,64,83,604.70/-

Period of contract: Two years

Rate shall be quoted by the bidder in terms of % above/below/at par on the estimate value for the below work:-

OUTSOURCING OF WELDING & GAS CUTTING WORK OF WAGONS AT HPT & JSWT DEPOTS FOR A PERIOD OF TWO YEARS						
SL NO	Item Description	Item Quantity	Unit	Rate in Rs.	Total amount in RS.(Inclusive of all Taxes)	Rate to be quoted, in percentage above/ below/ At par
1	Welding work of Wagons (Mild Steel) at ROH + Sick line HPT	72,080.90	Metre	330.75	2,38,40,757.68	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
2	Welding work of Wagons (Stainless Steel) at ROH + Sick line HPT	80,000.00	Metre	383.25	3,06,60,000.00	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
3	Cutting work of Wagons (Mild Steel) at ROH+ Sick line HPT	35,000.00	Metre	236.25	82,68,750.00	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
4	Cutting work of Wagons (Stainless Steel) at ROH+ Sick line HPT	45,000.00	Metre	409.5	1,84,27,500.00	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
5	Welding work of Wagons (Mild Steel) JSWT	32,834.40	Metre	330.75	1,08,59,977.80	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
6	Welding work of Wagons (Stainless Steel) JSWT	6,556.88	Metre	383.25	25,12,924.26	% percentage In Figures:- Above / below / at par. In Words above / below / at par.

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7	Cutting work of Wagons (Mild Steel) JSWT	25,345.60	Metre	236.25	59,87,898.00	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
8	Cutting work of Wagons (Stainless Steel) JSWT	4,723.68	Metre	409.5	19,34,346.96	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
9	Welding work of Wagons (Mild Steel) at ROH + Sick line NVU	21,900.00	Metre	330.75	72,43,425.00	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
10	Welding work of Wagons (Stainless Steel) at ROH + Sick line NVU	14,600.00	Metre	383.25	55,95,450.00	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
11	Cutting work of Wagons (Mild Steel) at ROH+ Sick line NVU	21,900.00	Metre	236.25	51,73,875.00	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
12	Cutting work of Wagons (Stainless Steel) at ROH+ Sick line NVU	14,600.00	Metre	409.5	59,78,700.00	% percentage In Figures:- Above / below / at par. In Words above / below / at par.
Total Amount for 730 Days (Two years) (Inclusive of all Taxes)					12,64,83,604.70	

Important Note:

- Bidders are requested to read the tender document carefully and are strongly advised to inspect the site before quoting the tender.
- The rate quoted in the schedule should be inclusive of all types of duties, taxes and levies applicable to this contract.
- Rate is inclusive of prevalent percentage of GST. Documentary evidence/proof of Payment of GST at prevailing rates, if applicable and paid by the contractor, shall be submitted by them. In case the bill for payment is not supported by documentary evidence/proof of having paid GST, then the service tax shall be deducted at prevailing rate.
- The Bidder has to sign at the bottom of every page of the tender schedule.
- The bidder should offer all the materials for inspection before execution of work and inspection will be done by the authorized Railway Representative.

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- The work should be done as prescribed / provided by the bidder as per the specifications. However, any necessary modification / Alterations of the items/ work as per site conditions / requirement should be done, as desired by Railways.
- This Financial Bid is only for the information of tenderer. The tenderer has to offer his rates in the format of www.ireps.in module on website duly noting down the conditions and instructions in this section. The tenderer should not submit the offered rates on this page.
- The quantities shown above are approximate and are to give to the bidders an idea of the quantum of work involved. Indian Railways reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.
- The Bidder has to quote his rates in % percentage only at par/ below/ above in the Schedules mentioned above.