

**SOUTH WESTERN RAILWAY
LOCO SHED
HUBBALLI**

Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

E-Tender Notice No.	293/H/M /Dsl/ overhauling of Aux Motors
Name of the Work.	"Overhauling of Auxiliary Motors of Three Phase Electric Locomotives (WAG9HC/WAP7) for a period of Three (03) years at Diesel Loco Shed, Hubli"
Quantity.	117 Locos
Completion period.	03 (Three) years from the date of commencement of work.
Validity of tender	60 (Sixty) days from the date of opening of bidding
Office Address and Working Hours.	Sr.Divisional Electrical Engineer, TRS's office Diesel Loco shed, South Western Railway, Gadag Road, Hubballi-580 020. Office Working Hours: Monday to Saturday : 0800 Hrs to 1700 Hrs.
E-Tender Date & Time of closing	As per IREPS
Estimated Cost.	Rs1,93,75,484.00/- (Including GST & all other charges)
Bid Security (EMD).	Rs. 3,87,600/-
Tender form cost.*	<u>Nil</u>
Type of Tender	<u>Works Tender governed by IRGCC-2022& latest correction slips will be applicable</u>
To visit website	<u>www.ireps.gov.in</u>

Note1: *	The online payment to be made through IREPS portal towards EMD and cost of Tender form and GST as required.
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SOUTH WESTERN RAILWAY

TENDER FORM (First Sheet)

(Declaration is to be submitted by the tenderer)

Tender Notice No.:293/H/M /Dsl/ overhauling of Aux Motors

Name of the work: "Overhauling of Auxiliary Motors of Three Phase Electric Locomotives (WAG9HC/WAP7) for a period of Three (03) years at Diesel Loco Shed, Hubli"

The President of India
Acting through the
Sr. Divisional Electricall Engineer,
Diesel Loco Shed, Gadag Road, Hubballi-580020,
South Western Railway.

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 offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, 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 in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within 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 upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand 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 _____

Address of the Tenderer(s)

INSTRUCTIONS TO TENDERERS

1. The Tender forms can be seen from website www.ireps.gov.in and the details towards the cost of tender documents shall have to be paid through online mode only.
2. The tender can be uploaded till 11.00 Hrs. of tender closing date indicated in Tender Document and the same will be opened in the same office after 1100 hrs on same date.
3. Earnest money shall be deposited through online payment mode only. Railway shall not be responsible for any delay.
4. If the date of opening happens to be a BANDH or Holiday, the tender will be opened at the same time on the following working day.
5. Railway Administration shall not be responsible for any delay / difficulties / inaccessibility of the down loading facility for any reason whatsoever. In case of any discrepancy between the tender documents down loaded from Internet and the master copy available in the office, the latter shall prevail and will be binding on the tenderer(s). No claim on this account shall be entertained.
6. The tender documents are not transferable and the cost of the tender document is not refundable.
7. Tenders uploaded after the time and date specified for opening the tender shall not be accepted and opened for any reason whatsoever.
8. Decision of the Sr. Divisional Electrical Engineer, Diesel Loco Shed, Hubballi regarding the acceptability of the scheme shall be final and binding. However, within the framework of the scheme as submitted by the tenderer & acceptable to Railways, the Railway can effect suitable modifications to details as necessitated by the provision of various codes, manuals, reference etc.
10. Conditional tenders are liable to be rejected straight away. Railway reserves the right to reject such tenders
Summarily without assigning any reasons whatsoever.
11. Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
12. The tender forms not accompanied with details of Bid Security (EMD) will be summarily rejected. (Not applicable for Start-up firms recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry).
13. Any other information required by the tenderer can be obtained from the office of Sr. Divisional Electrical Engineer, Diesel Loco Shed, South Western Railway, Gadag Road, Hubballi-580020 during the working hours.
14. Detailed Information (To be submitted with tender): Tenderer shall submit with the tender a general arrangement (GA), on which he will make a brief write up, describing the process adopted for a systematic work. Successful tenderer shall submit detailed procedure and detailed working.
15. NOTE: The tenderer shall read the scope of work mentioned special conditions of contract and shall be deemed to have understood the SCOPE OF WORK and the tenderer shall strictly adhere to the same, failing which the Railway shall be at liberty to determine the contract invoking the relevant clause of GCC-2022.

निविदाकारोंकोनिर्देश/ Instructions to the tenderers

1. MEANING OF TERMS

a) **Interpretation:** These Regulations for Tenders and Contracts shall be read in conjunction with the 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.

b) **Definition:** In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

- i. **"Railway"** shall mean the President of the Republic of India or the Administrative Officers of the South Western Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
- ii. **"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, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- iii. **"Sr DEE/TRS/UBL "** shall mean the officer in charge of the Diesel Loco Shed, South Western Railway, Hubballi and shall mean and include the Sr DEE/TRS/UBL of the successor Railway
- iv. **The "Railway Administration"** means Indian Railways, South Western Railway acting through Sr DEE/TRS/UBL, Diesel Loco Shed ,S.W.Rly, Gadag Road, Hubballi-580020, on behalf of the President of India
- v. **"Engineer"** shall mean the Sr.Divisional Electrical Engineer, Diesel Loco Shed, Hubballi.
- vi. **"Engineer's Representative"** shall mean Sr. Section Engineer or any Inspector of Diesel Loco Shed, Hubballi nominated by the competent authority and shall mean and include the Engineer's Representative of the successor Railway.
- vii. **"Tenderer"** shall mean the person/the firm/co-operative society 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 personal representatives, successors and permitted assigns.
- viii. **"Limited Tenders"** Shall mean tenders invited from all or some contractors on approved or select list of contractors with Railway.
- ix. **"Open Tenders"** Shall mean the tenders invited in an open and public manner and with adequate notice
- x. **"Works"** Shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications.
- xi. **"Specifications"** Shall mean the specifications for materials and works of the Railway as specified.
- xii. **"Drawings"** Shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms. Words importing the singular number shall also include the plural and vice versa where the context requires.
- xiii. **"PVC" shall mean Price Variation Clause.**

- xiv. "Contractor"** shall mean the person, firm or company whether incorporated or not who enters into the contract with the Railway and shall include their executor's administrators, successors and permitted assigns.
- xv. "PFA"** shall mean Principal Financial Advisor
- xvi. "Sr DEE/TRS/UBL"** shall mean Sr Divisional Electrical Engineer, Diesel Loco Shed Hubballi.
- xvii. "DSL"** shall mean Diesel Loco Shed, Hubballi.
- xviii. "SWR"** shall mean South Western Railway.
- xix. "SSE"** shall mean Senior Section Engineer.
- xx. "LOA"** shall mean Letter of Acceptance
- xxi. "GCC"** shall mean General Conditions of Contract.
- xxii. "SD"** shall mean Security Deposit.
- xxiii. "BGB"** Shall mean Bank Guarantee Bond.
- xxiv. "FDR"** shall mean Fixed Deposit Receipt.
- xxv. "RPAD"** Shall mean Registered Post Acknowledgement Due.
- xxvi. "PG"** shall mean Performance Guarantee
- xxvii. "GST"** shall mean Goods and Service Tax.
- xxviii. "EMD"** shall mean Earnest Money Deposit.
- xxix. "DD"** shall mean Demand Drafts.
- xxx. "PDF"** shall mean Portable Document Format.
- xxxi. "JV"** shall mean Joint Venture.
- xxxii. "RPUP"** Act shall mean Railway Property Un Lawful Possession Act.

2. **Singular and Plural** Words imparting the singular number shall also include the plural and vice versa where the context requires.
3. **Following documents shall form part of the contract:**
 - a. **Tender document.**
 - b. **Indian Railways Standard General Conditions of Contract for works (GCC) April 2022 or latest as amended from time to time.**
4. Complete tender documents signed on each page with the firm's seal, and also offer price schedule duly filling all the blanks.

a	Name of the Firm	
b	Address	
c	Office Phone and Fax No	
D	Mobile No of Company Director	
e	Mobile No of Contractor and Representative	
f	E-mail ID	

5. Please ensure that you have filled in all the required columns.
6. Corrigendum/Modification if any to this tender shall be intimated through website only. The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through website and shall act accordingly. Any

modifications in the tender notice/document will be uploaded in the website up-to 15 days prior to the opening of the tender. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Website and the same shall be taken into account while submitting the tender. Tenderer's offer is liable to be rejected if all the modifications /corrigendum's along with downloaded tender documents are not enclosed.

7. Omissions & Discrepancies:

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

8 Communications to be in Writing: All notice(s), requisition(s) such as letter of Acceptance, Intimation letter, etc., in pursuance of the contract delivered at, are posted to the contractor's place of business by registered post acknowledgement due / E-Mail shall be considered as received by the contractor.

9 Submission of Offers:

- a. All offers shall be written neatly without correction and over writings.
- b. Any individual(s) signing the tender or other documents connected therewith shall specify whether he is signing.
 - As sole proprietor of the concern.
 - As a partner or partners of the firm.
 - As a Director, Manager or Secretary of a Limited company duly authorized by a resolution passed by the board of Director or in pursuance of the authority conferred by memorandum of association.

10 Tenderers shall submit their offers made as per the Indian Railways General condition of contract for Works, April-2022 as amended time to time, general terms & conditions and Special terms and conditions of contract as mentioned in this tender.

11 The tenderer should avoid ambiguity in his offer and should specifically state them in details without any ambiguity.

12 Local conditions: It will be imperative for each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect of the performance of the contract and the cost of item of works. The "**Railways**" shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the "Railways" accepts the offer. The tenderer can visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done.

13 The tenderer may visit the work site, by prior appointment with the authorized representative of the Sr DEE/TRS/UBL, Diesel Loco Shed, South Western Railway, Gadag Road, Hubballi-580020 and ascertain himself regarding the local conditions, nature & extent of the work and other limitations, before giving his offer.

14 Care in Submission of Tenders: (As per Clause No. 6 of Part I of GCC for works 2022)

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

encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (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.

निविदाकी शर्तें/CONDITION OF TENDERS

1. For and on behalf of the President of India, Sr DEE/TRS/UBL, Diesel Loco Shed , Hubballi-580 020 invites Open E-Tender for "Overhauling of Auxiliary Motors of Three Phase Electric Locomotives (WAG9HC/WAP7) for a period of Three (03) years at Diesel Loco Shed, Hubli"
2. Last Date for receipt of the Tender: The offers complete in all respect should be uploaded/submitted in IREPS portal **www.ireps.gov.in** not later than schedule date and time of closing.
3. The validity of the tender offer shall be for a period of 60 days from the date of opening of the tender. The tenderer shall keep the offer open for a period of 60 days from the date of opening of Tender within which period the tenderer cannot withdraw his offer, failure to keep the offer valid for 60 days would render the bid invalid and shall be summarily rejected and entire EMD will be forfeited. If required, the period may be extended further by mutual consent.
4. Tender document Cost: As per Clause 3, part I of GCC for works 2022

5. **Bid Security:** As per Clause 5, Part-I(instructions to the tenderers) of GCC for Works April-2022.

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

Value of the Work Earnest Money Deposit (EMD)

For all works	2% of the estimated cost of the work
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Note:

- (i) The Bid security shall be rounded to the nearest Rs. 100. This earnest money 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 earnest money deposit detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

Note: Firm claiming the exemption for Bid security (EMD) shall produce the required documentary evidence.

- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway
 - (c) If his tender is accepted this Bid Security mentioned in sub 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 either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure- VIA and shall be valid for a period of 90days beyond the bid validity period.

In case, submission of Bid Security in the form of Bank Guarantee, procedure to be followed as given in the clause 5(3) of GCC for works -2022

Format for submission of BG for EMD is already available in GCC, and firms should submit the BG for EMD in the same format if not confirming with the format, BG will not be accepted and the offer is treated as submitted without EMD and offer will be rejected.

The original Bank Guarantee should be delivered in person to the SSE/Contract/UBL before closing date for submission of bids (i.e., excluding the last date of submission of bids)

6. Eligibility Criteria:

A. Technical Eligibility Criteria: (clause 10.1 of Annexure-1 of GCC-2022 for works):

- (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:
- Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) Similar work is defined as given below.

“Rewinding/ Repair/Rehabilitation/ Overhauling of various capacities A.C. Motors of Electric/Diesel Locomotives/EMUs/MEMUs/ DEMUs”

- (c) *As per Railway Board Letter no. 2019/Elect(G)/165/1 dtd. 22-04-2020, Eligibility criterion shall not be applicable to those Firms who are either OEMs or who are sources approved by RDSO/CLW for related works contracts including sources approved by production units (RDSO/CLW) for various safety / vital items. However, for other Firms work will be awarded only if they fulfill the following eligibility criteria.*

Note for Item 6.(A): 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.

Eligibility of tenderers shall be decided solely on the basis of the documents submitted along with the tender offers and any subsequent document whatsoever submitted in this connection would not be given any cognizance on any account.

B. Financial Eligibility Criteria: (clause 10.2 of Annexure– I of GCC-2022 for works):

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-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered

C. 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.

1..1.1 [Explanation for clause 6 - 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.
5. 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.
6. 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 12.1 of the preamble, the same shall be considered for the purpose of fulfillment of credentials.
7. 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.
8. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along

- with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
 10. 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.
 11. 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.
 12. 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.
 13. 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.
 14. 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.
 15. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
 16. In case company A is merged with company B, then company B would get the credentials of company A also.]

7. Tenderer Credentials: (clause 11 of Annexure– I of GCC-2022 for works):

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.

- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. On IREPS Module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS. Non submission of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of up to two years.
 (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.

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- i) Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- ii) 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.
- iii) Following documents shall be submitted by the tenderer:
 - a. **Sole Proprietorship Firm:**
 - i. All documents in terms of Para 6 above.
 - b. **HUF:**
 - i. A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - ii. All other documents in terms of Para 6 above.

c. Partnership Firm:

- i. All documents as mentioned in Para11 of GCC 2022

d. Joint Venture(JV):All documents as mentioned in Para10 of GCC 2022

e. CompanyregisteredunderCompaniesAct2013:

- i. Thecopiesof**MOA(MemorandumofAssociation)/AOA(ArticlesofAssociation)**ofthecompany
- ii. A copy of Certificate of Incorporation
- iii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- iv. AllotherdocumentsintermsPara6 above.

f. LLP(Limited Liability Partnership):

- i. A copy of LLP Agreement
- ii. A copy of Certificate of Incorporation
- iii. A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- iv. **An undertaking by all partners of the LLP in Annexure-V(A) that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.**
- v. All otherdocumentsintermssofPara6above.

g. Registered Society & Registered Trust:

- i. A copy of Certificate of Registration
- ii. A copy of Memorandum of Association of Society/Trust Deed
- iii. A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- iv. A copy of Rules & Regulations of the Society
- v. All otherdocumentsintermssofPara6above.
- vi. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- vii. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm/ Registered Company/ Registered Trust / Registered Society/ HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

- viii. A tender from JV shall be considered only where permissible as per the tender conditions.
- ix. The railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

8. The tenderer whether sole proprietor/ a company or a partnership firm/ 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.

9. 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 gazette 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 atleast 1 year prior 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 17.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

10. Participation of Joint Venture(JV)Firm sin Works Tender:

Joint Venture shall be considered only for tenders where advertised estimated cost of the work is more than Rs. 10 Crores (Rupees Ten Crores) only.

11. Participation of Partnership Firm sin Works Tender:

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

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm.

In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

- (iv) All other documents in terms of Para 12 of the Preamble above.

11.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) **An undertaking by all partners of the partnership firm in Annexure-V(A) that they are not blacklisted or debarred by Railways or any other Ministry/ Department of the Govt. of India from participation in tenders /contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.**
- (iv) All other documents in terms of Para 06 above.

11.11 Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 6 above.

- 12. No correspondence shall be entertained in respect of consideration of offers after opening of bid.
- 13. Alteration, obliteration, overwriting or cutting in the offer shall not be allowed. Any correction(s) shall be initialed by the tenderer before submission of the bid/ offer.
Dispute:
- 14. Any dispute arising out of interpretation of Drawings, specifications or any terms and conditions including special condition of the contract or arising during the execution of the work/contract, shall be settled by Railways and his decision shall be final and binding on the contractor/tenderer(s).
- 15. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/ their bid.
- 16. If a Tenderer expires after the submission of tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
- 17. The Successful tenderer shall have to execute an agreement with the Railways for execution of the works as tendered and accepted by Railways. In the event of failure of the contractor to execute the agreement or in the event of non-commencement of the work within the stipulated period the EMD shall be forfeited.
- 18. RATE: Rate shall be quoted as per details shown in the Price Schedule. The rate quoted shall be NET and FIRM and not subject to any variations except any statutory changes in taxes and duties (i.e., GST) as compared to quoted rates. The unit rate and total amount of each item of works shall be furnished in the Price Schedule, both in words and figures. In case of any difference in the rates quoted in figures and words, the rates quoted in words only will be considered as correct. The rate furnished shall include labour cost, material cost, transport cost etc, and inclusive of all taxes & duties to be provided and work to be done by the contractor as

a whole as detailed in the scope of work of the quotation / tender document.

19. **DUTIES AND TAXES:** No payment shall be made by the Railway to the contractor separately as reimbursement of GST that has to be paid by the contractor for the execution of the contract work
20. **GST Registration:**
The service provider should have registration under “GST Rule”.

The firm shall furnish GST Unique identity number (GSTIN) and other related information in the following format along with the bill.

1.	Name of the supplier / contractor.	
2.	Address of the supplier / contractor	
3.	Principal place of supplier / contractor	
4	Email-id	
5	Contact Number	
6	GSTIN of Supplier	
7	Description of Goods / Services	
8	HSN code of Goods /Services	

- 21 In case of any deviation from the requirement of tender specifications, Instructions to Tender or General & Special Conditions of Contract, the same should be brought out by the tenderer in the enclosed **Annexure**. Deviations not submitted in the annexure format but submitted in any form /letter will not be considered.

Each page of the offer must be numbered serially, should bear the tender number and should be signed and stamped by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right-hand corner of the first page.

- 22 **Legal Charges:** A fee of Rs 100/- per legal document, like bank guarantee, partnership deed or power of attorney executed before or after the execution of the contract, will be recovered from the contractor for obtaining legal Advice from Law Officer.

- 23 The contractor shall note that no compensation due to any loss of life or loss of material or any other account be given by the Railway Administration while carrying out the work by the contractor as per agreed terms and the Contractor shall have to pay all the compensation in case of any accident, injury to his labour.

- 24 **Indemnity:**
The contractor shall at all times indemnify the “Railways” against all claims which may be made in respect of the said work for infringement of any right or Law or Act.

- 25 **Acceptance of tender:**
- The “Railways” may accept the tender for a part of the quantity offered, reject any tender without assigning any reason whatsoever and may not accept the lowest or any tender.
 - Acceptance of tender will be communicated by a formal acceptance letter (by registered post) of the tender, direct to the contractor, which may be deemed to conclude the contract.

सामान्यनियमएवंशर्तें/General Terms & Conditions

1. Indian Railway Standard General conditions of Contract for works (GCC) April-2022 as amended from time to time are applicable.

Wherever provision under the special conditions of contract is at variance with General Conditions of Contract, the special conditions of contract will prevail.

2. Some of important clauses of GCC for works April-2022 are given in this document, for detailed conditions contractors are advised to refer GCC for works- April-2022.
3. **Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India. (As per clause 3, part-II GCC for works April-2022).
4. **Compliance to Regulations and Bye-Laws:** As per clause 3, part-II GCC for works April-2022.
5. **Service of Notices on Contractors:** As per clause 5 Part II GCC April-2022 for Works.
6. **Assignment or Subletting of Contract:** As per clause 7 Part II GCC April-2022 for Works.
7. **Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

(As per Clause 9 part II of GCC April-2022 FOR WORKS)

8. **Execution of Contract Document:** As per clause 8 Part I GCC April-2022 for Works April-2022
9. **Security Deposit:** (As per clause 16(1) Part II GCC April-2022 for Works).

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

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

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

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from

scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

- (a) Final Payment of the Contract as per clause 51.(1) of GCC for works 2022 and
- (b) Signature of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50.(1) of GCC for works 2022.

Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC for works 2022 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 GCC for works 2022, the Security Deposit shall not be forfeited.

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 GCC for works 2022 will be payable with interest accrued thereon.

10 Performance Guarantee: (As per clause 16(4) Part II GCC April-2022 for Works)

The procedure for obtaining Performance Guarantee is outlined below:

- a) The successful bidder shall have to submit a Performance Guarantee (PG) valuing up to 5% of contract value within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect

- (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) Insurance Surety Bond as per Proforma-13.

If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

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

Note:

1.The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 months only.

2.In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.

(iv) Government Securities including State Loan Bonds at 5% below the market value;

(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;

(vii) Deposit in the Post Office Saving Bank;

(viii) Deposit in the National Savings Certificates;

(ix) Twelve years National Defence Certificates;

(x) Ten years Defence Deposits;

(xi) National Defence Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto 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 P.G to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

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

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

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

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

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

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

11.0 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.

12.0 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 2022 for the completion of works to the entire satisfaction of the Sr.DEE/TRS/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 Appostille certificate.

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

(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 2(Two Years).

u) Mode of submission of bids: This is an open e-tender with single 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.

z) 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.DEE/TRS/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.

12.1 Consideration of Tenders

a) The Bid: Single 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).

12.2 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 Co-Ordination, 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.

- 13 **Postponement:**
The successful tender(s)/Contractor(s) shall have no claim whatsoever against the Railways if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the overall interest of the Railways Administration or for any reason beyond the control of Railways/Administration. The decision of the Railways in this regard shall be final and binding of tenderer (s)/Contractor(s).
- 14 **Force Majeure Clause:** ((As per clause 17 Part II GCC April-2022 for Works)
If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
- 15 **Extension of Time in Contracts:**(As per clause 17-A Part II GCC April-2022 for Works

Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses

Extension due to Modification
Extension for Delay not due to Railway or Contractor
Extension for Delay due to Railways
- 16 **Extension of Time with LD for delay due to Contractor:**As per clause 17-B Part II GCC April-2022 for Works
- 17 **Illegal Gratification:** (As per clause 18 Part II GCC April-2022 for Works).
- 18 **Damage to Railway Property or Private Life and Property:**As per clause 24 Part II GCC April-2022 for Works.
- 19 **Price Variation Clause (PVC):** NOT APPLICABLE
- 20 **Wages to Labour:**As per clause 54 Part II GCC April-2022 for Works.
- 21 **Provisions of Payments of Wages Act:**(As per clause 55 Part II GCC April-2022 for Works.
- 22 **Provisions of Contract Labour (Regulation and Abolition) Act, 1970:** (As per clause 55-A Part II GCC April-2022 for Works.
- 23 **Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**(As per clause 55-B Part II GCC April-2022 for Works.

- 24 **Reporting of Accidents:** As per clause 56 Part II GCC April-2022 for Works.
- 25 **Provision of Workmen's Compensation Act:** As per clause 57 Part II GCC April-2022 for Works.
- 26 **Compliance to Rules for Employment of Labour:** As per clause 59(2) Part II GCC April-2022 for Works,
- 27 **Preservation of Peace:** As per clause 59(3) Part II GCC April-2022 for Works,
- 28 **Sanitary Arrangements:** As per clause 59(4) Part II GCC April-2022 for Works,
- 29 **Outbreak of Infectious Disease:** As per clause 59(5) Part II GCC April-2022 for Works.
- 30 **Treatment of Contractor's Staff in Railway Hospitals:** As per clause 59(6) Part II GCC April-2022 for Works.
- 31 **Medical Facilities at Site:**As per clause 59(7) Part II GCC April-2022 for Works.
- 32 **Use of Intoxicants:**As per clause 59(8) Part II GCC April-2022 for Works.
- 33 **Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement:**As per clause 59(9) Part II GCC April-2022 for Works.
- 34 **Non-Employment of Labourers below the age of 15:** As per clause 60(1) Part II GCC April-2022 for Works.
- 35 **DETERMINATION OF CONTRACT**
- 36 **Right of Railway to Determine the Contract:** As per Clause 61(1) of GCC April-2022.
- 37 **Payment on Determination of Contract:** As per Clause 61(2) of GCC April-2022.
- 38 **Determination of Contract owing to Default of Contractor:** As per Clause 62(1) of GCC April-2022.
- 39 **Right of Railway after Rescission of Contract owing to Default of Contractor:** As per Clause 62(2) of GCC April-2022.
- 40 **SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES:** Reconciliation of disputes: As per Clause 63 of GCC for works April-2022.
- 41 **Matters Finally Determined by the Railway:** As per Clause 63.1 of GCC for works April-2022.
- 42 **Demand for Arbitration:** As per Clause 64(1) of GCC for works April-2022.
- 43 **Obligation During Pendency of Arbitration:** As per Clause 64(2) GCC April-2022
- 44 **Appointment of Arbitrator:** As per Clause 64(3) of GCC for works April-2022.
- 45 **JURISDICTION OF THE COURTS:** The courts at Hubballi shall alone have the jurisdiction in respect of the contract entered into.
46. **Quantity variation clause** [As per clause No 42 (2) part II of GCC - April-2022]:
- i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.

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

I. For increase in quantity

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - a). Operation of an item more than 125% of the agreement quantity needs the approval of an officer of the rank not less than SA Grade.
 - (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for the item.
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item, shall be paid at 96% of the rate awarded for the item.
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid 96% of the rate awarded for the item.

II. For decrease in quantity:

- a. The accepting authority can decrease the items up to 25% of the individual item without finance concurrence.

47.0 VITIATION CLAUSE:

47.01 Vitiating during Variation in Contract Quantities

A contract shall be considered “vitiating” only when, the following percentage variations 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 than Rs 50 lakh)	10
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.

48 **PAYMENT TERMS:**

- (i) No advance payments will be made. 100% payments will be made to the contractor by NEFT after completion of the work against documentary evidence i.e., Certification of work by Competent Authority through “on account bill on the basis of actual quantity of work done” after certification supported by relevant documents. All the claims for payment shall be accompanied with following document.
 - i. Technical clearance from consignee.
 - ii. Measurement book to be recorded and signed by contractor and consignee.
- (ii) Sr DEE/TRS/UBL will be Bill passing officer and Sr.DFM/UBL will be Bill Paying officer.
- (iii) Rounding off amounts: The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise or more up to Re.1/- will be reckoned as Re.1/-.

49 The contractor shall be responsible for any loss or damage to railway property which may occur due to negligence/ carelessness of the contractor/ contractor’s staff while executing the work. The cost of damage or loss shall be recovered from the contractor’s bill.

50 Contractor is solely responsible and shall take all the safety precautions of his staff engaged for the execution of the contract work. The contractor shall provide requisite Personal Protective Equipments to his staff.

51 **CONSERVANCY CHARGES:**

As per Railway Board letter No F (X) I/95/1/1 Dated: 07.09.2021, "Conservancy cess charges" will be deducted at the rates given below from the contractor’s bills based on the average number of labourers / workmen employed per day by the contractor for the work.

Average no. of laborers or work men employed PER DAY	Conservancy cess charges to be recovered employed PER MONTH
1 to 5	Rs.159/-
6 to 10	Rs.312/-
11 to 25	Rs.785/-
26 to 50	Rs.1143/-

SCOPE OF WORK

Name of the work: -Overhauling of Auxiliary motors of 3 phase WAP7/WAG9 Electric Locomotives of Diesel loco shed UBL for a period of 3 years.

- 1) The Tenderer shall carryout the work as per scope of work and as detailed in the Price schedule, special conditions of the tender/contract and also as stated elsewhere in this Tender.
- 2) The tenderer shall study and get clarified all doubts, discrepancies if any, on the scope of work etc., before submitting their offer from Senior Divisional Electrical Engineer, Diesel Loco Shed, S.W. Railway, Hubballi. No excuses for delay of work on this account shall be entertained at a later stage.

Summary

1. Firm will be informed for lifting the auxiliary motor for overhauling through email or phone or fax or letter. The firm has to lift the auxiliary motors with assembled condition which are due for overhauling within 05 days of intimation. Minimum 01 loco set and more auxiliary motors as per availability in shed. The firm has to return within 15 days. The delay in lifting of auxiliary motors, delivery of auxiliary motors will be penalized as per penalty conditions.
2. Pre checking, Pre-testing, Dismantling, Blowing and cleaning of stator, Meggering and surge test, Polarization index, baking, VPI, Cleaning of rotor and its bearing, Meggering of stator Checking with EMC checker, Greasing of bearing, condition of deflector threads, Checking of rotor shaft bearing seating dia and housing condition of end shield at bearing housing, Rotor condition visual & Glower test, Balancing of rotor and impeller dynamic balancing, Re assembling of rotor, balancing whole assembly & attention for any vibration, Light run testing of motor and Body painting.
3. Minor repair of end shields and filling up of bearing seating area grinding and polishing if bore dia is more than stipulated to be attended if feasible or else end shields may be replaced by railways.
4. Minor repairs of rotor shaft and filling up of bearing seating area grinding and polishing if shaft dia is less than stipulated to be attended if feasible or else rotor may be replaced by railways.
5. Building and threading of fixation screws of rotor, end shields fixing and eye bolt on stators to be done.
6. Replacement of Bearings of M/s. SKF & FAG make only. (Bearings to be procured from OEM or its authorized dealers only and proof of document has to be submitted)

Detailed Scope of Work:

1. General procedure for overhauling is furnished in Annexure-1.
2. List of SMIs to be followed for this work are furnished in Annexure- 2.
3. Firm shall procure all material required for this work. Railway will not supply any material for this work unless and until clearly mentioned in the tender schedule. All material will be procured from CLW approved sources.
4. Firm will dismantle the overhauling due motor after collection from DSL/UBL in presence of Railway representative.
5. The new certified and sealed bearings will be fitted in motor.
6. All worn out components and mechanical defects to be attended by firm. All spring, Flat washers and wave washers to be replaced during overhauling of motor.
7. Cable cleats/grommet nuts are to be replaced with new ones.
8. The complete body, end shield and mechanical fittings to be cleaned with suitable cleaning agent as per SMI. OCB, TMB and other motor's stator & rotor to be cleaned with Orion 77 only.
9. OCB, TMB impellers to be tested with DPT or MPT before assembling.
10. External painting to be done after putting primer on body, end shield and mechanical fittings.
11. Inside portion of end shields, to be varnished by recommended varnishes of H-class of RDSO as per SMI list.

12. Vacuum pressure impregnation (VPI) to be done by FT-2005 / 500 EK of Dr. Beck on all motor as per SMI list.
13. The overhang portion of MCPA to be coated by recommended brand of epoxy coat of Dr. Beck & Co. as per RDSO or Railway.
14. Brazing to be done by recommended brand of materials and to follow procedure issued by RDSO.
15. Rotors of Auxiliary motors to be checked with Growler machine for rotor bars continuity as per SMI.
16. The motor to be assembled and testing to be done as per guide lines and SMIs issued by RDSO like surge test, P.I. test, testing values with EMC Checker i.e. Inductance, resistance and IR value, bearing sound with Shock pulse meter and vibration value with vibration meter.
17. After assembling the motor, motor to be fitted with duct and impeller and to be checked for vibration or any abnormal sound.
18. All procedures for testing and insulating materials to be supplied and used as per latest guidelines and latest SMIs issued by RDSO or Railway.
19. The transportation of equipment between DSL/UBL and firm's premises will be responsibility of firm in all circumstances.
20. All the testing of overhauled motor will be done at Firms premises in presence of Railway representative.
21. The firm will be bound to agree on failure reports submitted by railways for further action.
22. The insulation material will be procured by firm from approved sources and to be used during overhauling.
23. Servoplex SHC 120 Grease shall be used in bearings of Auxiliary machines.

ANNEXURE -1

PROCEDURE FOR OVERHAULING OF AUXILIARY MOTORS

1. Pre-checking of motors at sheds premises as per the enclosed pre-checking Performa.
 - a. If during pre-check/dismantling, a motor is found to be defective in any aspect and not repairable within the scope of overhaul, it shall not be lifted by the contractor.
 - b. To & Fro transportation, insurance, packing & forwarding charges for taking over the auxiliary motors from Diesel shed Hubballi and delivering the overhauled auxiliary motor at Hubballi shall be borne by the contractor.
2. Collecting auxiliary motors from DSL/UBL duly filling up the enclosed pre-collection form.

1. BEFORE DISMANTLING

- a. Pre checking of motor
- b. Run test for 20 minutes to check the bearing condition and vibration.

2. AFTER DISMANTLING

- a. Dismantling of motor at firm's premises in presence of Rly representative.
- b. Prepare a joint inspection-indicating list of optional items required.
- c. Blowing of stator and rotor.
- d. Removing both the Drive End (DE) and Non-Drive End (NDE) bearings.
- e. Cleaning of rotor and its subassemblies by Orion-77.
- f. Cleaning of stator by Orion-77.
- g. Blowing stator, rotor and it associated components with pressurized air.
- h. Preheating the stator for 4-8 Hrs at 120°C.
- i. Vacuum pressure impregnation (VPI) of stators of all motors as per RDSO SMI 86 using FT-2005/500 EK or H71A varnish of Dobecken. Storage of resin by using proper chiller plant.
- j. Again, keep the stator in the oven for 8 Hrs at 120°C for baking.
- k. Cleaning stator coils by Orion-77.
- l. Cleaning complete body, end shields and mechanical fittings with suitable cleaning agent.

3. ASSEMBLING

- a. Clean the dry varnish from the stator core, end shield seating area and tap the holes properly before assembling the motor.
- b. Surge test for inter turn and coil short circuit at 3 KV Surge testing for checking inter-turn short/open as per RDSO SMI 149.
- c. Once again take the R, L, I.R values of all motors and to be recorded.
- d. Measure the polarization index (P.I.) value of OCB, TMB and MCP.
- e. Checking of winding terminal sleeves and lugs, replacement of the same if required.
- f. Change the Grommets, asbestos gasket between motor & duct of TMB, other motor's motor to duct gasket, terminal box, terminal box to its cover.
- g. Checking of end rings cracks with growler test.
- h. Measurement of shaft diameter, end shield housing diameter both side (DE& NDE). If end shield housing diameter is more, building up should be carried out with grinding and polishing. Building up of shaft diameter should be carried out if shaft diameter is less.
- i. Provision of bearing to the rotor shaft by induction heating only. (for OCB/TMB-100°C, for other motor 60°C to 70°C).
- j. Cleaning of impeller and MPT/DPT as per requirement. If crack found in OCB impeller it should be replaced by railways. If crack is noticed in TMB/MRB/SCMRB/SCTMB it should be welded and balancing should be done by firm.
- k. Rotor and impeller balancing to be done with Dynamic balancing machine by firm. Tolerances on Balancing. 15 microns on OCB/TMB impellers, 10 microns on MRB impeller and on any part of the motor Balancing Rotor and impeller as per the respective SMI.
- l. During overhauling of motors, the Railway representative will monitor the progress of work regarding use of material from approved sources and assembling of motors.
- m. No load test for 2 Hrs. Report should indicate Current, Voltage, temperature rise of bearing at both sides and bearing sound, vibration measurement and balancing to be done for eliminating vibration,
- n. Fitment of duct and impeller.
- o. Checking of lock nut, bolt and locking threads, all bolts & nuts to be checked and if required to be replaced with 8.8 Grade bolt & 8.0 Grade Nut of M/s. TVS/LPS/UNBRAKO/DFL/PFL make only, medium strength thread locker to be used for fasteners.
- p. Grease nipple with its function should be ensured, Button type grease nipples shall be provided wherever defective/deficient noticed as per RDSO specification.
- q. Ensuring that the eye bolt and its base threads are in good condition, if found defective same to be replaced and rethreaded accordingly.
- r. The DE (Driving end) & NDE (Non-driving end) bearings shall be replaced by new ones in motor by the firm and the new bearings shall be purchased by the firm of M/s. SKF or FAG make only and released bearings are to be marked with SI number of motors on its inside race returned to Railway.
- s. The overhauled motors will be offered for final inspection at Railway premises and joint check sheet to be done by Railway representative and firm's representative.
- t. Checking winding terminal sleeves, lugs, and replacing if required. The lugs to be procured from CLW approved sources only.
- u. Brazing to be done by recommended brand of materials and to follow procedure issued by RDSO
- v. Colour code (R, Y, B) has to be maintained to all terminals in terminal box for all motors.
- w. Terminal block shall be checked. If any defective part to be replaced, the same shall be procured from CLW approved sources only.
- x. Servoplex SHC - 120 Grease shall be used in bearings of Auxiliary machines, The quantity of grease required for the different types of motors is enclosed.
- y. Provision of Braided shunts in MRB and TMB as per RDSO letter No. EL/3.2.176/1 dated 09.08.2024
- z. Provision of Oil seals instead of 'V' seal to prevent entry of water inside OCB of M/s. CGL make motors.

- aa. Replacement of M/s. Electro field terminal blocks with CLW approved sources terminal blocks.
- bb. TFPMPH kit (overhauling kit) of makes M/s. Shil & M/s. Flowell to be utilized during overhauling and same should be procured from OEM. Contractor has to submit the proof of the material procurement along with on account bill. The kit price is included in the overhauling cost itself.
- cc. During overhauling of motors, fasteners All spring, Flat washers and wave washers to be replaced during overhauling of motor.
- dd. Coating the overhang portion of motors using recommended brand of epoxy coat as recommended by RDSO.
- ee. During overhauling of MCPA, contractor has to replace all the must change items.
- ff. Any material damaged during overhauling must be replaced by the contractor.
- gg. During overhauling, all must change items (as indicated vide SMI/TC/Circulars issued by RDSO/CLW/HQrs from time to time) are to be replaced by the contractor.
- hh. Rocker ring dismantling and cleaning. (To be replaced if found damaged) *
- ii. Commutator cleaning, chamfering if required. *
- jj. Checking of commutator dia.*
- kk. Checking of spring tension & to be changed if required (Brush Holder/Spring) *
- ll. Changing of brush. *
- mm. Checking of Gap between brush holder and commutator (max. 3 mm) *
- nn. External painting after applying primer on body, end shield and mechanical fittings.
- oo. Direction of Rotation to be marked on the motor as per the original marking.
- pp.

Note: * only for MCPA motors.

4. TESTING

testing of motors to be done as per guidelines and SMIs issued by RDSO only.

- a. No load test to be done as per 'Final check sheet'.
 - b. Vibration measurement and balancing to be done for eliminating vibration.
 - c. Bearing sound to be checked with Shock pulse meter and vibration value with vibration meter.
 - d. Testing of all motors shall be done with VVVF drive only. Not direct-on-line.
 - e. Testing of Auxiliary Compressor to be done with Regulated DC power supply only.
 - f. Load testing and vibration measurement to be done after Fitment of impeller. Parameters to be recorded in the 'Final check sheet'.
 - g. Balancing to be done for eliminating vibration.
5. The Railway representative will visit Firms' premises Periodically for inspection of requisite Machinery & plant, instruments etc used & will monitor the progress of work regarding use of materials from approved sources and assembling of motors stage by stage.
 6. Final inspection of overhauled motors at Firm's premises and preparation of relevant joint check sheet by Railway's and firm's representative. Any new SMI/RDSO Modification received/updated during the currency of contract also to be implemented.
 7. Returning of overhauled motors to DSL/UBL.
 8. Firm will procure all material required for this work.
 9. Railway will not supply any material for this work unless and until clearly mentioned in the tender schedule All material will be procured from CLW approved sources only.
 10. Bill of Material for each lot to be submitted at the time of Final inspection.

5. MUST CHANGE ITEMS

S. No	Motor	Must change item	Remark
01	Oil cooling blower motor	DE/NDE bearing, V-seal with Oil seal in CGL motor, Wave washer	1.All type of bearings to be used only of M/s SKF/FAG by firm. 2.Terminal block of oil cooling pumps to be procured from OEM by firm. 3.Overhauling kit to be procured from OEM by firm.
02	Traction motor blower	DE/NDE bearing, V-seal with Oil seal in CGL motor, Wave washer	
03	Machine room blower	DE/NDE bearing, Oil seal in SH Make motor, Wave washer	
04	Main air compressor motor	DE/NDE bearing, V-seal with Oil seal in CGL motor, Wave washer	
05	Scavenge machine room blower	DE/NDE bearing, Rubber gasket at inlet cone, Wave washer	
06	Scavenge traction motor blower	DE/NDE bearing, Rubber gasket at inlet cone, Wave washer	
07	Auxiliary compressor	DE/NDE bearing, Oil seal, Carbon brush, all screws.	
08	Transformer oil pump motor	DE/NDE BEARING &Overhauling kit	

Any other items as recommended by RDSO/CLW/ZR/Shed time to time.

ANNEXURE--2

6. LIST OF SMI's TO BE FOLLOWED FOR OVERHAULING

SL No	SMI No. & DATE	SUBJECT
01.	SMI/5 dated 21.12.77	Procedure for connecting the lead wire from the winding wires of Aux. Motors.
02.	SMI/16 dated 3.5.78	Fits and limits of bearings in Auxiliary motor used on AC Locos.
03.	SMI/23 dated 7.6.78	Measuring procedure for bearing clearances of a free bearing of Aux motors.
04.	SMI/86 dated 15.10.82	Procedure for Vacuum impregnation of induction motor.
05.	SMI/149 dated 23.11.92	Special instructions for surge test on 3 phase AC Aux. Motor.
06.	SMI/153 dated 17.2.93	Characteristic property of enamel used on enamel winding wires.
07.	SMI/163 dated 21.12.94	Detection of rotor bar and end ring cracks Aux. Motor by search coil and motor tester.
08.	Modifications sheet No. ELRS/MS/0290-2000(Rev-001) Dt.18.12.2000	To provide epoxy moulded terminal box cover for auxiliary motors of electric locomotives.
09.	SMI/199 dated 04.1998	Balancing of rotors and impellers in position.
10.	Modification sheet No. RDSO/WAM-4/61	Replacement of existing terminal blocks by epoxy Moulded terminal block of improved design.
11.	SMI/152dt.15.12.92	Balancing of rotor and blower impeller.
12.	SMI/147dt.30.10.92	Use of button head type grease nipple.
13.	SMI/148dt.21.10.92	Identify genuine and spurious reconditioning bearings.
14.	SMI/58dt.Jul-79	Condition monitoring of bearings.
15.	SMI/200dt.20.4.98	Characteristic properties of impregnation resin &varnish.
16.	SMI/319 dt 15.03.18	For maintenance of Oil cooling unit.

7. MATERIAL SUPPLIED BY RAILWAYS –

- a) End shield covers of all auxiliary motors to be supplied by railways if end shields found defect, as per SMI 16.
- b) Rotor of all auxiliary motors to be supplied by railways if rotor bars open circuited, as per SMI/163.
- c) All auxiliary blower motor impellers to be supplied by railways if found defect or un repairable.

8. RELEASED MATERIAL-

All the materials released in overhauling shall be jointly recorded for every batch and handed over to railways.

9. FIRM SHOULD HAVE THE FOLLOWING M&P

- a. Baking oven
- b. VPI plant,
- c. Dynamic Balancing machine,
- d. Growler,
- e. Shock pulse bearing analyser,
- f. Surge comparison tester,
- g. LCR meter,
- h. Digital Multi meter,
- i. Insulation Resistance meter,
- j. VVVF drive,
- k. Regulated DC power supply
- l. Phase sequence meter,
- m. Stroboscope,
- n. Induction heater,
- o. Bearing mounting kit.

Note: -These M&P shall be calibrated and their calibration certificates must be available for inspection.

List of SMIs to be followed for the work (if latest SMI supersedes the previous SMI, then latest SMI only to be followed). Copy of SMIs may be collected from DSL/UBL shed.

10. COMMENCEMENT OF WORK & PERIOD OF COMPLETION:

The subjectwork shall be commenced within **15 days** from the date of issue of Letter of Acceptance (LOA) and the entire work shall be completed within **03 years** from the date of issue of Letter of Acceptance (LOA).

As the time for completing the work by the date or extended date fixed for completion shall be deemed to be essence of the contract, any default in complying to completion period mentioned above, the contractor will be penalized by levy of liquidated damage charges as per relevant clause

11. USE OF MATERIAL

The contractor shall use the material purchased from Railway approved / suggested sources as per Rly. approved drawings and specifications only. Contractor has to produce the documentary evidence for purchase and use of material to Railway. Inspecting authority during stage inspection and final inspections may ask the proof of purchase of raw material from Railway approved sources as mentioned below.

12. INSPECTION INITIAL JOINT INSPECTION (AT RAILWAY PREMISES)

- a. The overhauling due auxiliary motors should be inspected by the contractor along with authorized representative of the Railways at Diesel loco shed, Hubballi. If any auxiliary motor is found unfit for overhauling, the same shall not be lifted by the contractor/firm.
- b. The initial joint inspection report (enclosed as **Pre-Collection Form**) duly signed by both the representatives of Railways and contractors shall be submitted in four (04) copies to Sr.DEE/TRS/DSL/UBL immediately after inspection.

13. STAGE INSPECTION (AT CONTACTOR PREMISES)

- a. Railway representative will visit the contractor premises as and when required for stage inspection.
- b. The contractor shall provide, without any extra cost to the Railway all materials, equipment, tools, labour and maintenance of every kind with necessary testing facilities which the Railway or the Inspecting officer may consider necessary for any test and examination to be made at the contractor's premises/or at any government approved testing laboratories. All necessary arrangements for inspection shall be borne by the contractor.
- c. Railway's representative shall have free access to inspect the progress of work at any time and at any stage, with or without prior intimation, at the contractor's workshop to check the quality of work. The Railway representative deputed shall be provided accommodation and conveyance shall be arranged by firm. No claim on this account will be entertained.
- d. During inspection, if any motor is found to have winding defective, same has to be returned and deliver back to railways, and defective item to be replaced by railway.
- e. All stage inspection reports (enclosed as) duly signed by both the representatives of Railways and Contractor shall be submitted to Sr.DEE/TRS/DSL/UBL in four (04) copies immediately after the inspection.

14. FINAL JOINT INSPECTION (AT RAILWAY PREMISES)

- a. Immediately after receipt of overhauled Auxiliary motors at Railway premises, the overhauled Auxiliary motors shall be inspected by the authorized representative of Railway in the presence of contractor. Final joint inspection including testing shall be done at Railway premises.
- b. The final joint inspection report (enclosed as) duly signed by both the representatives of Railways and Contractor shall be submitted to Sr.DEE/TRS/DSL/UBL in four (04) copies immediately after the inspection.
- c. During inspection, if any defects/damages or defective workmanship is noticed by Railways, the same shall be rectified by the contractor as early as possible. The entire expenditure for the rectification shall be borne by the contractor and the motor is treated as pending with the contractor and penalty will be levied.

15. COLLECTION & DELIVERY

- a. Each lot, which has to be collected by the firm for carrying out the work from DSL/UBL, lot size can be minimum of 1 Loco set or more depending on the availability at shed. The contractor shall collect each lot of the auxiliary motors within 5 days from the date of intimation by Railway by duly submitting necessary indemnity Bond for safe custody of railway material the intimation shall be given by Railway through Fax/Email/Post.
- b. After clearance through inspection for dispatch, the contractor will return the overhauled Auxiliary motors to DSL/UBL within 10 days from the date of collection from DSL/UBL or 15 days from the date of intimation for collection whichever is earlier.
- c. To & Fro transportation, insurance, packing & forwarding charges for taking over the Auxiliary motors from Hubballi and delivering the overhauled Auxiliary motors to Hubballi shall be borne by the contractor. The contractor shall bear the full responsibility for proper packing, handling & safe transport of these Auxiliary motors.

- d. All the associated papers and formalities will have to be completed by the contractor. All the pre-inspection forms final checklist forms shall be printed in 04 Copies for each motor by the contractor, Insurance paper and transport paper for transit and crossing state-border entry points etc. (if any) will have to be arranged by the contractor themselves for transport in either direction, the railway shall provide the ownership certificate of the equipment's on written request of the contractor and, claim of any amount will not be admissible on this account.

16. GUARANTEE/WARRANTY PERIOD

- a. The overhauled Auxiliary motor shall be guaranteed by the contractor as under.
- i. For supply portion (i.e. for any material/spares/parts replaced during overhauling) the warranty period shall be for a period of 30(Thirty) months from the date of acceptance of equipment of for a period of 24 (Twenty-four) months from the date of their commissioning whichever is earlier.
- (or)
- For a period as per approved specification or OEM's warranty whichever is higher of the above
- ii. For work portion (i.e. performance of motor with regard to workmanship) the warranty period shall be for a period of 24 (Twenty-four) months from the date of their commissioning/acceptance.
- b. The contractor will be intimated for rectification of any defect/failure noticed during the warranty period. The Defective Auxiliary motor shall be rectified and made good by the contractor at free of cost and return to the railways at his risk within 10 Days from the date of receipt of warranty failure advice from Railways.
- c. The warranty will automatically get to be extended corresponding to the period during which the installation and equipment mentioned in the schedule of work are not in service due to failure of contract.
- d. If it becomes necessary for the contractor to replace or renew any defective parts of the overhauled auxiliary motor during warranty period, then the provision of the guarantee/ warranty clause shall also be applied to the material so replaced or renewed for a period of 12 (twelve) months from the date of re-commissioning after such replacement/renewal or the existing warranty period whichever is later.
- e. All the to & Fro transportation as well as cost of material, labour and any other associated charges shall be borne by the contractor and Railway shall not pay additional amount in this regard.
- f. The decision of Railway regarding the cause of failure and nature of rectification to be carried out by the by the contractor during the warranty period shall be final and binding on the part of the contractor.
- g. If the contractor fails to arrange rectification of defect noticed during the warranty period after receipt of advice from the engineer, the railway shall have full liberty to get rectification done from railway workshops or outside agencies and in such cases the rectification charges shall be recovered from the security deposit/ final/ outstanding bills with the railway or other zonal railways or production units.
- h. In the event of any default in not attending the warranty failed repaired auxiliary motor within the stipulated time period by the contractor as mentioned above, the contractor shall be penalized as per relevant penalty clause of this tender conditions.

17. APPLICATION OF LIQUIDATED DAMAGE CHARGES

In case of any default in complying the completion period or during the extension of completion period, if any, in case there is loss or damage to the Railway Administration on account of such default/extension, the contractor shall be penalized by levy of liquidated damage charges as per relevant Clause.

18. PENALTIES:

- a. **Late lifting of Auxiliary motors:** In the event of delay in lifting of Auxiliary motors within 05 Days from the date of intimation, the contractor shall be penalized by a penalty @ **Rs 3000/-** per week (or part thereof) of total accepted cost of rewinding/overhauling of the lot spared.
- b. **Late delivery of Overhauled Auxiliary Motors:** In the event of delay in returning the overhauled batch of Auxiliary motors after the stipulated period of 15 days from the date of lifting of auxiliary motors, the contractor shall be penalized by a penalty @ **Rs 3000/-** per week (or part thereof) of total accepted cost of rewinding/overhauling of the lot spared.
- c. **Late attention of warranty failures:** If the contractor fails to attend and rectify warranty failure within 15 days from the date of intimation of warranty failure, the contractor shall be penalized by a penalty **Rs.5000/-** penalty for each day delay.
- d. If any worked deployed by the contractor behaves or conduct himself/ herself in a manner which is not acceptable in a civilized society then such person(s) shall not be allowed to work further in the shed premises and a penalty of **Rs.5000/-** per incident shall be imposed.
- e. While working, contractor's personnel **should not smoke or consume any liquor or ne in a state of intoxication**. In case if it is noticed any time that they are either smoking or under influence of liquor **penalty of Rs.5000/-** per person per incident will be imposed and police authority will be intimated to initiate necessary appropriate action.
- f. Any penalty other than those mentioned above may be suitable levied by Sr.DEE/TRS/DSL/UBL. The decision of Sr.DEE/TRS/DSL/UBL in this regard shall be final and binding on the part of the contractor.
- g. These shall be recovered from any of the amounts due to the contractor, i.e. from his on-account bills, Performance Guarantee, security deposit amount etc.

PRE-COLLECTION FORM

Date of Inspection:

Sl. No.

Type of Motor:

Motor Rating:

S. No	Activity	Std value	Actual Value
1	Check IR value with 1000V insulation tester between the three phases and earth	05MΩ (Min)	
2	Check the winding resistance value between phases	UV (RY)-	
		VW (YB)-	
		UW (RB)-	
3	Run test the motor to check & record		
	A. Bearing noise	Normal	
	B. vibration level in casing	<2mm/sec	
	C. Load current (U, V, W [R, Y, B])	As per Rating	

Railway 's Representative

Firm's Representative

COUNTER SIGNED

QUANTITY OF GREASE FOR DIFFERENT TYPE OF MOTORS.

Sl. No	Type of motor	Quantity (NDE)	Quantity (DE)	BEARING
1	Oil Cooling Blowing Motor (OCB)	60 Grams	60 Grams	6312 C3 (DE/NDE)
2	Traction Motor Blower (TMB)	60 Grams	60 Grams	6312 C3 (DE/NDE)
3	Machine room blower motor (MRB)	35 Grams	35 Grams	1.6208 C3 (DE/NDE) 2.6308 C3 (DE) & 6208 C3 (NDE) FOR CGL MAKE MOTOR
4	Scavenger machine room blower motor (SCMRB)	25 Grams Nil- For CGL Make Motor	25 Grams Nil- For CGL Make Motor	6205 C3 (DE/NDE) 6305 2Z/C3 (DE/NDE) FOR CGL MAKE MOTOR ONLY
5	Scavenger TM blower Motor (SCTMB)	25 Grams	25 Grams	6206 C3 (DE/NDE)
6	Main Compressor motor (MCP)	60 Grams	60 Grams	6312 C3 (DE/NDE)
7	Auxiliary Compressor	25 Grams	NA	6306 C3 (DE) 6304 2Z/C3 (NDE)
8	Transformer oil pump	Nil	Nil	6306 C3 and 4306 C3

Note:

- Oil seal to be renewed in CGL, Peak (SamalHarand) make motors.
- All oil seals of Baby compressor (Auxiliary Compressor) to be renewed.
- All screws of Baby compressor (Auxiliary Compressor) to be renewed.
- Variation of Inductance (L) and Resistance (R) of Line to Line should be within 10% Range, if more the motor to be returned to the Railways.
- Firm should maintain all the test records and related certificates, M & P calibration reports and warranty certificate, these certificate's to be submitted to railways along with the following precheck and final check proforma given below.
- Any alterations/modifications suggested by RDSO/ZR/CLW/DSL-UBL shall be implemented by the contractor with no extra cost.

STAGE JOINT INSPECTION REPORT FOR OVERHAULING OF AUXILIARY MOTORS

Contract Agreement no. & Date: -

Date of inspection: -

Place of inspection: -

Name and Designation of Supervisor

1. Railways representative: -
2. Contractor: -

Details of inspection: -

Sl no	Description, Make & Sl No of the Motor	Remark
01		
02		
03		
04		
05		

Details of Released material: -

Sl No	Description	Type of Scrap	Weight in kg
01			
02			
03			
04			

Note: - Released material shall be handed over to the Railways.

TESTS OR ACTIVITIES CARRIED OUT

Sl No	Description of test	Equipment Sl no	Date of calibration	Remark
01	IR value in Mega ohm with 500 V megger Before VPI			
02	Continuity of windings			
03	Resistance /phase in ohm			
04	Inductance /phase in mH			
05	PI values with 500V			
06	Stator baking			
07	END SHIELDS CHECKING			
08	Grease pipe, nipple, fasteners condition			
09	Terminal block and Lead wire checking			
10	Bearing noise and vibration			
11	Load current			

Railway 's Representative

Firm's Representative



Motor S. No _____

Schedule Type _____

Make: _____

Date: - ____/____/20____

Impeller S. No: _____

S. No	Description	
a.	Visually inspect for erosion, corrosion, damage or crack of motor and blower assly.	
b.	Record Initial motor parameters	
c.	Remove the Oil Cooling Blower impeller	
d.	Remove all dust and dirt from motor, & impeller using a brush and blow using cleaning solvent	
e.	Replace the Drive End and Non-Drive End bearings along with associate components and grease.	
f.	Overhaul the Oil Cooling Blower Motor.	
g.	Conduct DPT test for Impeller	
h.	Assemble the Motor Impeller,	
i.	Checking of bearing condition by SPM	
j.	Measure and record the motor current and other parameters after assembly	

MEASUREMENTS	BEFORE DISMANTLLING			AFTER ASSEMBLING >05MΩ		
IR Value with 1000V Megger						
	R&Y / R	Y&B / Y	B&R / B	R&Y / R	Y&B / Y	B&R / B
Resistance Value (R)Ω						
Inductance Value (L) mH						
Run test: No Load						
Current(Amps)						
Load Current(Amps)						

BEARINGS CONDITION	SPM STANDARD VALUES	DE	NDE	DE	NDE
Code	A				
Lube	Above 3				
Condition	Green				
LR	LR-HR difference <5				
HR					
Bearing	Removed	DE:		NDE:	
Changed	Provided	DE:		NDE:	

Measurements	Standard Values	NDE	DE
Shaft Dia at Bearing Seat	60 + 0.002 To + 0.015 mm		
Bore Dia at end shield	130 – 0.007 To +0.018 mm		

ACTIVITIES	Standard Values	Actual Values	
Surge Test with 5KV	Identical Wave form		
Stator Baking with Bectol Varnish	8 Hrs. at 120° C		
Terminal Block, Lugs and lead wire checking	No cracks		
Testing of Rotor by Growler	Continuity of all rotor bars		
End Shields Checking	Free from cracks		
Dynamic Balancing of Rotor			
Check Impeller	No cracks		
Bearing retaining compound applied.	LOCTITE 609	DE	NDE

COMMENTS: -

Railway 's Representative

Firm's Representative

Inspection Report for overhauling of Traction Motor Blower

Motor S. No: _____

Make: _____

Schedule Type: _____



Housing S. No: _____

Date: - ____/____/20____

Impeller No: _____

S. No	Description	
a.	Visually inspect for erosion, corrosion, damage or crack of motor and blower assly.	
b.	Securing of Motor cables.	
c.	Record the initial motor parameters	
d.	Remove the Traction Motor Blower inlet cone, impeller and housing.	
e.	Remove all dust and dirt from motor, housing & impeller using a brush and blow using cleaning solvent	
f.	Replace the Drive End and Non-Drive End bearings along with associate components and grease	
g.	Overhaul the Traction Motor Blower Motor.	
h.	Conduct DPT test for impeller.	
i.	Assemble the Motor, Housing, Impeller, and Inlet Cone	
j.	Check the tightness of motor mounting & housing bolts.	
k.	Checking of bearing condition by SPM.	
l.	Measure and record the motor current and other parameters after assembling	

MEASUREMENTS	BEFORE DISMANTLING			AFTER ASSEMBLING >05MΩ		
IR Value with 1000V Megger						
	RY / R	YB / Y	BR / B	RY / R	YB / Y	BR / B
Resistance Value (R) Ω						
Inductance Value (L) mH						
Run test: No Load Current (Amps)						
Load Current in Amps						

BEARINGS CONDITION	SPM STANDARD VALUES	DE	NDE	DE	NDE
Code	A				
Lube	Above 3				
Condition	Green				
LR	LR-HR difference				
HR	< 5				
Bearing Changed:	Removed	DE:		NDE:	
	Provided	DE:		NDE:	

Measurements	Standard Values	NDE	DE
Shaft Dia at Bearing Seat	60 + 0.002 To + 0.015 mm		
Bore Dia at end shield	130 – 0.007 To +0.018 mm		

ACTIVITIES	Standard Values	Actual Values
Surge Test with 5KV	Identical Wave form	
Stator Baking with Bectol Varnish	8 Hrs. at 120° C	
Terminal Block, Lugs and lead wire checking	No cracks	
Testing of Rotor by Growler	Continuity of all rotor bars	
End Shields Checking	Free from cracks	
Dynamic Balancing of Rotor		

Check Impeller	No cracks		
Bearing retaining compound applied.	LOCTITE 609 (Conditional bases after taking measurements)	DE	NDE

COMMENTS: -

Railway 's Representative

Firm's Representative

Inspection Report for overhauling of Main Compressor Motor (MCP)

Motor S. No: _____



Schedule Type: _____

Make: _____

Date: - ____/____/20____

S. No	Description	
a.	Visually inspect for erosion, corrosion, damage or crack of motor.	
b.	Record initial motor parameters	
c.	Dismantle & remove all dust and dirt from motor body using a brush.	
d.	Replace the motor bearing along with associate components and grease both DE & NDE bearing	
e.	Overhaul the Main Compressor Drive Motor	
f.	Record the Megger, Current, Resistance & inductance value after assembly	
g.	Check for abnormal noise during run check / load test	

MEASUREMENTS	BEFORE DISMANTLING			AFTER ASSEMBLING >05MΩ		
IR Value with 1000V Megger						
	R&Y / R	Y&B / Y	B&R / B	R&Y / R	Y&B / Y	B&R / B
Resistance Value (R) Ω						
Inductance Value (L) mH						
Run test: No Load Current (Amp)						
Load Current (Amp)						

BEARINGS CONDITION	SPM STANDARD VALUES	DE	NDE	DE	NDE
Code	A				
Lube	Above 3				
Condition	Green				
LR	LR-HR difference				
HR	less than 5				
Bearing Changed	Removed	DE:		NDE:	
	Provided	DE:		NDE:	

Measurements	Standard Values	NDE	DE
Shaft Dia at Bearing Seat	60 + 0.002 To + 0.015 mm		
Bore Dia at end shield	130 – 0.007 To +0.018 mm		

ACTIVITIES	Standard Values	Actual Values	
Surge Test with 5KV	Identical Wave form		
Stator Baking with Bectol Varnish	8 Hrs. at 120° C		
Terminal Block, Lugs and lead wire checking	No cracks		
Testing of Rotor by Growler	Continuity of all rotor bars		
End Shields Checking	Free from cracks		
Dynamic Balancing of Rotor			
Check Impeller	No cracks		
Bearing retaining compound applied.	LOCTITE 609 (Conditional bases after taking measurements)	DE	NDE

COMMENTS: -

Railway's Representative

Firm's Representative

Inspection Report for overhauling of Machine Room Blower

Motor S. No _____



Housing _____

S. _____

No: _____

Make _____

Date: - ____/____/20____

Schedule Type: _____

S. No	Description	
a.	Visually inspect for erosion, corrosion, damage or crack of motor and blower assly.	
b.	Securing of Motor cables.	
c.	Record the initial motor parameters	
d.	Remove the Motor, impeller, inlet cone and housing.	
e.	Remove all dust and dirt from motor, housing & impeller using a brush and blow using cleaning solvent	
f.	Replace the Drive End and Non-Drive End bearings along with associate components and grease.	
g.	Overhaul the Motor.	
h.	Assemble the Motor, Housing, Impeller, and Inlet Cone	
i.	Check the tightness of mounting & housing bolts	
j.	Checking of bearing condition by SPM	
k.	Measure and record the motor current and other parameters after assembly	

MEASUREMENTS		BEFORE DISMANTLLING				AFTER ASSEMBLING >05MΩ		
IR Value with 1000V Megger								
		R&Y / R	Y&B / Y	B&R / B		R&Y / R	Y&B / Y	B&R / B
Resistance Value (R) Ω								
Inductance Value (L) mH								
Load Current in Amps								
BEARINGS CONDITIO N	SPM STANDARD VALUES	DE		NDE		DE		NDE
Code	A							
Lube	Above 3							
Condition	Green							
LR	LR-HR difference < 5							
HR								
Bearing Changed:	Removed	DE:				NDE:		
	Provided	DE:				NDE:		

Measurements	Standard Values	NDE	DE
Shaft Dia at Bearing Seat	40 + 0.002 To + 0.015 mm		
Bore Dia at end shield	80 – 0.007 To +0.018 mm		
	90-0.007 TO + 0.018mm (CGL Make)		

ACTIVITIES	Standard Values	Actual Values	
Surge Test with 5KV	Identical Wave form		
Stator Baking with Bectol Varnish	4 Hrs. at 120° C		
Terminal Block, Lugs and lead wire checking	No cracks		
Testing of Rotor by Growler	Continuity of all rotor bars		
End Shields Checking	Free from cracks		
Dynamic Balancing of Rotor			
Check Impeller	No cracks		
Bearing retaining compound applied	LOCTITE609 (Conditional bases after taking measurements)	DE	NDE
COMMENTS: -			
Railway 's Representative		Firm's Representative	

Inspection Report for overhauling of Scavenge Traction Motor Blower

Motor S. No: _____

Housing S. No: _____

Make _____

Date: - ____/____/20____

Schedule Type: _____



S. No	Description	
a.	Visually inspect for erosion, corrosion, damage or crack of motor and blower assly.	
b.	Record the initial motor parameters	
c.	Remove the inlet cone, impeller and housing.	
d.	Remove all dust and dirt from motor, housing & impeller using a brush and blow using cleaning solvent	
e.	Replace the Drive End and Non-Drive End bearings along with associate components and grease.	
f.	Overhaul the Scavenger Traction Motor Blower Motor	
g.	Assemble the Motor, Housing, Impeller, and Inlet Cone	
h.	Replace the seals and gaskets on the inlet cone.	
i.	Check the tightness of mounting bolts & housing bolts.	
j.	Checking of bearing condition by SPM, Record the motor current and other parameters	

MEASUREMENTS		BEFORE DISMANTLING			AFTER ASSEMBLING >05MΩ		
IR Value with 1000V Megger							
		R&Y / R	Y&B / Y	B&R / B	R&Y / R	Y&B / Y	B&R / B
Resistance Value (R)Ω							
Inductance Value (L) mH							
Load Current (Amps)							
BEARINGS CONDITION	SPM STANDARD VALUES	DE		NDE		DE	
Code	A						
Lube	Above 3						
Condition	Green						
LR	LR-HR difference <5						
HR							
Bearing Changed	Removed	DE:		NDE:			
	Provided	DE:		NDE:			

ACTIVITIES	Standard Values	Actual Values	
Surge Test with 5KV	Identical Wave form		
Stator Baking with Bectol Varnish	4 Hrs. at 120° C		
Terminal Block, Lugs and lead wire checking	No cracks		
Testing of Rotor by Growler	Continuity of all rotor bars		
End Shields Checking	Free from cracks		
Dynamic Balancing of Rotor			
Check Impeller	No cracks		
Bearing retaining compound applied.	LOCTITE609 (Conditional bases after taking measurements)	DE	NDE

COMMENTS: -

Railway 's Representative

Firm's Representative

Inspection Report for overhauling of Scavenge Machine Room Blower

Motor S. No: _____

Housing S. No: _____

Make _____

Date: - ____ / ____ /20 ____

Schedule Type: _____



S. No	Description	
a.	Visually inspect for erosion, corrosion, damage or crack of motor and blower assly.	
b.	Record the motor initial parameters	
c.	Remove the, inlet cone, impeller and housing.	
d.	Remove all dust and dirt from motor, housing & impeller using a brush and blow using cleaning solvent	
e.	Replace the Drive End and Non-Drive End bearings along with associate components and grease	
f.	Overhaul the Scavenger Machine Room Blower Motor.	
g.	Assemble the Motor, Housing, Impeller, and Inlet Cone	
h.	Check the tightness of motor mounting bolts & housing bolts	
i.	Replace the seals and gaskets on the inlet cone.	
j.	Checking of bearing condition by SPM, Record the motor current and other parameters	

MEASUREMENTS		BEFORE DISMANTLLING			AFTER ASSEMBLING >05MΩ		
IR Value with 1000V Megger							
		R&Y / R	Y&B / Y	B&R / B	R&Y / R	Y&B / Y	B&R / B
Resistance Value (R) Ω							
Inductance Value (L) mH							
Load Current (Amps)							
BEARINGS CONDITION	SPM STANDARD VALUES	DE	NDE	DE	NDE	DE	NDE
Code	A						
Lube	Above 3						
Condition	Green						
LR	LR-HR difference<5						
HR							
Bearing Changed	Removed	DE:			NDE:		
	Provided	DE:			NDE:		

ACTIVITIES	Standard Values	Actual Values	
Surge Test with 5KV	Identical Wave form		
Stator Baking with Bectol Varnish	8Hrs. at 120° C		
Terminal Block, Lugs and lead wire checking	No cracks		
Testing of Rotor by Growler	Continuity of all rotor bars		
End Shields Checking	Free from cracks		
Dynamic Balancing of Rotor			
Check Impeller	No cracks		
Bearing retaining compound applied.	LOCTITE 609 (Conditional bases after taking measurements)	DE	NDE

Comments:

Railway 's Representative

Firm's Representative

Inspection Report for overhauling of Auxiliary Compressor Motor (MCPA)

Motor S. No: _____

Schedule Type _____

Make: _____

Date: - ____/____/20____



ACTIVITIES	STANDARD VALUES	ACTUAL VALUES	
IR value in Mega ohm	More than 5 MΩ	YOKE	ARMATURE

12

YOKE (Field Winding)			
Stator baking with Dr beck varnish Ref: SMI 200/USERS MANUAL,	(4hrs at 120°C and IR INF)		
Brush holder condition Ref: CLW WAG 5 MANUAL VOL VB SECTION III PART II, (P 126)	Should be free from flashovers		
End shields checking	Free from crack		
Condition of Rocker Arm & Rocker Arm fixing Insulator	Free from Flash marks & Carbon dust.		

ARMATURE			
Armature baking with Dr beck varnish Ref: SMI 200/USERS MANUAL,	(4 hrs at 120°C and IR INF)		
Commutator conditionRef: CLW WAG 5 MANUAL VOL VB SECTION III PART II, (P 126)	Smooth brown appearance		
Removed Bearing	DE:	NDE:	
Provided Bearing	DE:	NDE:	

ASSEMBLING AND TESTING

ACTIVITIES	STANDARD VALUES	ACTUAL VALUES	
IR value in Mega ohm	More than 5 MΩ	Armature:	Yoke:
Bearing retaining compound used: Ref: SMI 78	LOCTITE 609 (Conditional bases)	NDE	DE
Carbon brush length	Above condemn mark. (20mm)		
Gap between brush holder and commutator	Range 2mm to 3mm		
Load current (Amps)			

COMMENTS: -

Railway 's Representative

Firm's Representative

Inspection Report for overhauling of Transformer oil pump (TRFMPH)

Motor S. No: _____

Make: _____



Schedule Type _____

Date: - ____/____/20____

REMOVED		PROVIDED	
MAKE & Y.O.M.:		MAKE & Y.O.M.:	
S.No.:		S.No.:	
Sl. No	Description	Action Taken / Remarks	
a.	Overhaul the Transformer Oil Cooling Pump.		
b.	Cleaning of TFP Pump with Soft Non-Metallic Brush.		
c.	Replace the bearings and “O” rings. (2nd MOH / IOH / POH only)		
d.	Checking of oil flow.		
e.	Checking of Terminal Connection & Terminal Block.		

MEASUREMENTS	BEFORE DISMANTLLING / Dt.			AFTER ASSEMBLING / Dt.		
IR Value (in motor terminals) Mega Ohm with 1000V Megger Min 10 Mega Ω	U:	V:	W:	U:	V:	W:
IR Value (in terminal block) Mega Ohm with 1000V Megger Min 10 Mega Ω	U:	V:	W:	U:	V:	W:
Continuity between Phases	UV: Yes/No	VW: Yes/No	WU: Yes/No	UV: Yes/No	VW: Yes/No	WU: Yes/No
Resistance Value (R) Ω	UV:	VW:	WU:	UV:	VW:	WU:
Inductance Value (L) mh	UV:	VW:	WU:	UV:	VW:	WU:
Load Current	U:	V:	W:	U:	V:	W:
Voltage between phases	UV:	VW:	WU:	UV:	VW:	WU:

BEARING S CONDITI ON	SPM STANDARD VALUES	DRIVE END	NON-DRIVE END	DRIVE END	NON-DRIVE END
Code	A				
Lube	Above 3				
Condition	Green				
LR	LR-HR				
HR	difference less than 5				

Bearing Changed Yes/No:		
ACTIVITIES	Standard Values	Actual Values
Surge Test with 5KV	Identical Wave form	
Stator Baking with Bectol Varnish	4 Hrs. at 120° C	
Terminal Block and lead wire checking	No cracks	
Testing of Rotor by	Continuity of all rotor bars	

Growler		
End Shields Checking	Free from cracks	

Dynamic Balancing of Rotor (If required)			
Check impeller for any crack	No cracks		
Measurements	Standard Values	DE	NDE
Bearing make			
Shaft Dia at Bearing Seat	30.002 To 30.011 mm		
Bore dia at end shield	71.994 To 72.013 mm		
Bearing Inner Dia	29.990 To 30.000 mm		
Bearing outer Dia	71.987 to 72.000 mm		
Bearing radial clearance	13 TO 28 Microns		

<div> <div>Railway 's Representative</div> <div>Firm's Representative</div> </div>			
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Quantity Justification for the works Repair/Rewinding/Rehabilitation and Overhauling of Auxiliary motors of 3 phase WAP7/WAG9 Electric Locomotives of Diesel loco shed UBL for a period of 3 years.

Justification: -for the period of 3 years starting from January 2026 to December 2028, following are the quantity of locos due for TOH/IOH schedule

Year	WAG9HC	WAP7	Total Qty
2026	25	8	33
2027	58	3	61
2028	23	0	23
Total	106	11	117

Followings are the auxiliary motors with Qty per loco and the total Qty required for the overhauling of auxiliary motors for the above period is given below

Sl no	Motor Description	Unit	Qty/Loco	Total Qty
01	Oil Cooling Blower Motor (OCB)	Nos.	02	234
02	Traction Motor Blower (TMB)	Nos.	02	234
03	Machine Room Blower (MRB)	Nos.	02	234
04	Main Compressor Motor (MCP)	Nos.	02	234
05	Scavenge Machine Room Blower (ScMRB)	Nos.	02	234
06	Scavenge Traction/Oil Cooling Blower Motor (ScTMB)	Nos.	02	234
07	Auxiliary Compressor/Baby Compressor (MCPA)	Nos.	01	117
08	Transformer oil pump	Nos.	02	234

Rate Schedule

Sl.no	Item description	Qty	Qty unit	Unit Rate(RS)	Total Amount
1	Oil Cooling Blowing Motor (OCB)	234	Numbers	17772.18	4158690.12
2	Traction Motor Blower (TMB)	234	Numbers	17772.18	4158690.12
3	Machine room blower motor (MRB)	234	Numbers	5545.51	1297649.34
4	Scavenger machine room blower (SCMRB)	234	Numbers	1848.52	432553.68
5	Scavenge Traction/Oil Cooling Blower Motor (SCTMB)	234	Numbers	5545.51	1297649.34
6	Transformer oil pump motor (MPH)	234	Numbers	6654.03	1557043.02
7	Main compressor motor (MCP)	234	Numbers	14111.26	3302034.84
8	Auxiliary Compressor/Baby Compressor (MCPA)	117	Numbers	1842.66	215591.22
					16419901.68
	GST 18%				2955582.302
Grand total (including GST)					1,93,75,483.98
Grand total (including GST) (Round up to)					1,93,75,484.00

PROFORMA – 1

दक्षिणपश्चिमरेलवेSOUTH WESTERN RAILWAY संकर्मठेकेदारीकेलिएकरारAGREEMENT FOR WORKS CONTRACTS

1.संविदाकरारसं . एकपक्षकारकेरूपमेंदक्षिणपश्चिमरेलवे /मुख्यइंजीनियर/ मुख्यइंजीनियर
(निर्माण)/मंडलरेलप्रबंधक/कार्य_____

केद्वाराकार्यकरतेहुएभारतकेराष्ट्रपतिजिन्हेंआगेरेलवेकहागयाहैऔरदूसरेपक्षकारकेरूपमें
.....जिसेउसमेंआगेठेकेदारकहागयाहैकेबीच-----

-----के ----- के_ तारीखकोकिएगएकरारकेअनुच्छेद.

Contract Agreement No..... of between the “President of India” acting through of South Western Railway Administration herein after called the “Railway” of the one part and hereinafter called the “Contractor” of the other part.

2. ठेकेदारनेरेलवेकेसाथकरारकियाहैकिवह“.....”कार्यकानिष्पादनसंविदाकीसामान्यशर्तोंकेसाथसंलग्नअनुसूचीदक्षिणपश्चिमरेलवेकेविनिर्देशोंऔरयदि कोईविशेषशर्तोंऔरविनिर्देशहोंतोउनकेअनुसारऔरयदिइसकेसाथकोईरेखाचित्र, नियमावलीऔरमार्गदर्शनयदि कोईसामान्यशर्तेंठेकेदारीकेलिएहैंतोउन्हें“ठेकेदारीप्रलेख”समझाजाएगाउनकेअनुरूपकरेगाऔरउक्तकार्यकानिष्पादनऐसाकार्यहैजिसमेंजनताहितबद्धहै.

Whereas the Contractor has agreed with the Railway for the performance of the works “.....”set forth in the schedule(s) hereto annexed and in conformity with the Specifications for Materials and Works 2011 of the South Western Railway, the conditions and special conditions, special specifications and drawings, manuals and guidelines hereto annexed, if any, and the General Conditions of Contract, all known as “Contract Documents”, and whereas the performance of the said work is an act in which the public are interested.

3. प्रतिभूतिनिक्षेपकीबकायाराशिकीवसूलीठेकेदारद्वारामूलरूपसेसदायकिएगएRS...../-

केअग्रिमधनकासमायोजनकरकेठेकेदारकेकहनेपरचालूबिलोंकीकीमतका 10 प्रतिशतवसूलकरकेकीजाएगीजबतकरु./-

काप्रतिभूतिनिक्षेपपूर्णरूपसेवसूलनहींकरलियाजाताRS...../-

And whereas the contractor has deposited a sum of Rs...../- towards the earnest money and whereas the balance in the security deposit after adjustment of earnest money of Rs...../- originally paid by the contractor is at the instance of the contractor recovered at 10 per cent of the value of the running bill till all the amount of security deposit of Rs...../- is fully recovered.

4. यहकरारइसबातकासाक्षीहैकिरेलवेकोभुगतानकरेगीउसकेप्रतिफलस्वरूपठेकेदारउक्तअनुसूचीमेंउल्लिखितकार्योंकानिष्पादनसम्यक् रूपसेतथारेलवेकेसामाधानप्रदकुशलरीतिसेकरेगा.

ठेकेदारइनकार्योंकोउक्तठेकेदारीप्रलेखोंकेअनुरूप

महिनेकोयाउससेपहलेपूर्णकरेगाऔरकार्यसमाप्तहोनेकीप्रमाणिततारीखसं.

महिनोंकेलिएउक्तकार्योंकाअनुरक्षणकरेगा.

Now this indenture witness that in consideration of the payments to be made by the railway, the contractor will duly perform the said works in the said schedules set forth and shall execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the railway and will complete the same in accordance with the contract documents on or before the And will maintain the said works for a period ofcalendar months from the period of completion.

5. औरउनमेंउल्लिखितसभिशर्तों

(जिन्हेंइससविदाकेभागकेरूपमेंसमझाऔरमानाजाएगामानोंवेपूर्णरूपसेइनमेंलिखीगईहों) कापालनकरेगा, उनकोपूराकरेगातथाउनकेअनुसारकार्यकरेगा.

रेलवेयहकरारकरतीहैकीयदिठेकेदारउक्तकार्योंकानिष्पादनसम्यकरूपरूपपरबताईगईरीतिसेकरेगातथाउक्तनिबंधनोंतथाशर्तोंकापालनकरेगाऔरउनकेअनुसारकामकरेगातोरेलवेउक्तकार्योंकापूराहोनेपरउनकेलिएठेकेदारकोशुद्धिपत्रसं. _____ का _____ द्वाराऔरतकसंशोधितदक्षिणपश्चिमरेलवे, इंजीनियरविभागकेमुद्रितदरसूची-2011

केअनुसारदरोंकाभुगतानकरेगीयाकरवानेकाप्रबंधकरेगीजोकिअनुसूची“क”(दरअनुसूची _____ -2011 मेंशामिलमदोंकेलिए)को _____ प्रतिशतऔरअनुसूचीमेंशामिल _____ (नहींहैकेलिएदिखाईगई _____) दरोंपर _____ मंडलकेलिएबढ़ाई, कमयासमतुल्यकीजाएगी.

The certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein), and the railway doth hereby agree that if the contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the railway will pay or cause to be paid to the contractor for the said works on the final completion thereof, the amount due in respect thereof, at the rates set forth in the south western railway engineering department's printed schedule of rates, 2011 as corrected by and upto correction slip no.....of..... ForSr.DEE/TRS/UBL.....of.....division at par/enhanced/diminished byper cent in respect of schedule 'a' (items covered by the schedule of rates, 2011) and at the rates shown in schedule(s)(items not covered by the schedule of rates, 2011) and at the lump sum rates for items given in schedule(s).....

6. इससेएतदद्वारासहमतहैऔरघोषणाकीजातीहैकिबताएगएठेकेदारीप्रलेखोंकोठेकेदारद्वाराध्यानपूर्वकपढ़औरसमझलिएगएहैंठेकेदारऔररेलप्रशासनपरअबद्धकरहोंगेजैसेकिइसमेंदिएगएहैंइनविलेखोंकेभागकेरूपमेंही पढ़ेजाएंगे.

It is hereby agreed and declared that all the provisions of the said contract documents, which have been carefully read and understood by the contractor, shall be as binding upon the contractor and upon the railway as if the same had been repeated herein and shall be read as part of these presents.

7. रेलवेप्रशासनद्वाराइसकरारकेस्टांपशुल्ककावहनकियाजाएगा.

The cost of stamp duty on this agreement shall be borne by the railway administration.

Contractor _____

Designation _____

S.W. Railway Address _____

(For President of India)

Date _____

Witnesses (to signature of contractor) :

Signature of witnesses with address

Proforma-2

EXPERIENCE CERTIFICATE

To whomsoever it may concern
(Issued for the purpose of quoting in tenders)

M/s/Sri (name and address of the contractor) is a working contractor of this unit and was awarded the following work. The relevant details of the work are as under: -

1.	Name of work	
2.	Acceptance letter No. & Date	
3.	Agreement No. & Date	
4.	Value of work awarded (value of Agreement)	
5.	Date of commencement of work	
6.	Whether work physically completed	
7.	Date of completion	
8.	Value of work completed as per last CC bill/final bill	
9.	Status of final bill	
10.	Scope of work (broad category of works i.e., the name of the work in the agreement and Quantity.)	

Note:

This certificate in this proforma is to be issued only for physically Completed/ongoing work. This certificate to be issued 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 government department/Govt. bodies/public sector under taking. The certificate should bear the signature and seal of the issuing officer, name of the department etc. This certificate issued from Public listed company/Private company/Trusts will be considered subject to having annual turnover of ₹ 500 crore and above and same being issued from their Head office by a person of the company duly enclosing his authorization by the management for issuing such credentials will be considered. In such cases the turn over certificate of company and authorization by the management for the person issuing the certificate also shall be submitted along with experience certificate.

Signature:

Name of the officer:

Designation:
Address:
Office Seal:
Phone/Fax No.:
Date:

NOTE: The above format may be used to furnish the details in support of similar work experience. However, if similar work experience is furnished in other form, it must contain the details about Name of the work, Agreement number, value of Agreement, execution period, Amount received, Penalty & Performance.

PROFORMA – 3

STATEMENT OF COMPLETED WORKS IN THE LAST THREE FINANCIAL YEARS

SL. No	Name of the Organisation	Name of work	Date of letter of acceptance	Place of work	Agt. Value	Present Physical progress in % age	Financial progress completion	Balance work yet to be completed
1	Railways							
2	Other central govt							
3	State govt organisations							
3	Public Sector undertakings works							

The information's furnished above are correct and complete, to the best of our / my knowledge and belief.

We are / I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected, at any stage, a per Clause 20 of the Regulation for Tenders and contracts.

We are / I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered in to, is also liable to be terminated by the Railway.

Signature of the tenderer :
Name :
Dated :

PROFORMA – 4

STATEMENT OF WORKS ON HAND

SL. No	Name of the organisation	Name of work	Date of letter of acceptance	Place of work	Agt. Value	Present Physical progress in % age	Financial progress completion	Balance work yet to be completed
1	Railways							
2.	Other central govt							
3	State govt organizations							
4	Public Sector undertakings works							

The information's furnished above are correct and complete, to the best of our/my knowledge and belief.

We are / I am aware that if the information's furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected, at any stage.

We are / I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered in to, is also liable to be terminated by the Railway.

Signature of the tenderer :

Name :

Date :

PROFORMA – 5

LIST OF MACHINERY, TOOLS, PLANT AND STAFF TO BE DEPLOYED ON THIS WORK:

b) LIST OF PERSONNEL, ORGANIZATION ON HAND AND PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK:

i) Available with the organisation:

Name	Designation	Qualification & Experience
_____	_____	_____
_____	_____	_____

ii) Proposed to be engaged from outside

Name	Designation	Qualification & Experience
_____	_____	_____
_____	_____	_____

If the above documents are not submitted by the tenderer or insufficient details/documents are submitted, the tender is liable to be rejected.

Signature of the tenderer
Name :
Dated:

PROFORMA –6

[PROFORMA FOR PERFORMANCE BANK GUARANTEE]
[PLEASE GO THROUGH THE CHECK LIST]

BANK GUARANTEE NO. _____
AMOUNT RS. _____
VALIDITY from _____
Valid upto _____
Last date for lodgment of claim _____

PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE

1 In consideration of the President of India acting through theSouth Western Railway,**(give full address of the Official/ Department)** (hereinafter referred to as the Government') having accepted vide letter No.....dated, the tender submitted by**(give full address of the contractor)** (hereinafter referred to as "the contractor(s), and agreed to grant a Contract for**(indicate the nature of contract works)** (hereinafter called the Contract) and whereas one of the terms agreed by the said Contractor, is that he should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value, i.e., Rs...../- (Rupees.....only) **(indicate PBG amount)** valid upto **(Indicate date – Currency period + 60 days)**, by way of security for the due observance of the terms and conditions, performance and fulfilment of the said contract, we....., **(indicate the name and full address of the bank)** (hereinafter referred to as the 'the Bank') at the request of the Contractor do hereby irrevocably and unconditionally guarantee to the Government that the Contractor shall duly perform and discharge their obligations under the said contract to the full satisfaction of the Government and render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or for the performance of the works as per the specifications stipulated in the tender no..... dated..... and Letter of Acceptance No..... dt..... Within the time of..... **(Indicate date – Currency period + 60 days)** reckoned from the date as per the letter of acceptance, and further guarantees that the works which shall be done by the Contractor under the said Contract,

shall be actually performed in accordance with terms and conditions of the Contract to the full satisfaction of the Government.

2 We, the Bank, do hereby undertake to pay to the Government an amount not exceeding Rs.....against any loss and/or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Contract.

3 We, the Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss and/or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor's(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

4. We, the Bank, do hereby undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contactor(s) in any suit or proceeding pending before any Court, Tribunal or Arbitrator(s) relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

5. We, the Bank, do further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and as its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this Guarantee thereafter.

6. We, the Bank, do further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time – to – time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. We,.....*(*indicate the name of the Bank*)* lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....200...

For.....

Seal and Signature(s) of the authorized

Official(s) with designation

Note:-

1. Words appearing between asterisk ""*"" marks in the PG form are for guidance only and not to be typed in the final/fair document of Bank Guarantee.

2. The PBG/BG before submission to Railways to be ensured the following compliances:

CHECK LIST FOR SUBMISSION OF PBG

Sl. No.	Description
1.	Document (PBG/BG) should be as per format
2.	Sufficient Stamp duty to be paid as per stamp duty Act of the state where BG executed
3.	Date of purchase of stamp paper is timely executed i.e., on or after date of purchase of stamp paper.
4.	BG No. amount, Date of issue, validity period mentioned or not
5.	LOA No. has mentioned or not
6.	Detail of work with Railways mentioned or not
7.	BG number mentioned on all pages or not
8.	Document paginated or not
9.	Signatories signed with PA/SS Nos. and designation seal affixed or not
10.	Bank round seal affixed or not
11.	Signatures of two executants with PA/SS Nos. in BGs wherever applicable as per Banks procedure and designation seal affixed or not
12.	Uniform dates like BG date, validity date etc., is incorporated or not
13.	Amount in figures is tallying with amount in words or not
14.	Corrections by pen, if any, is attested by the executants with seal or not.

PROFORMA – 7

GENERAL INFORMATION: NEFT DETAILS

1. Name of the Tenderer : _____
2. Address : _____

3. Contact Person : _____
4. Contact No. : _____
5. PAN of Tenderer : _____
6. GST No. : _____
7. Name of Bank : _____
8. Name of Branch : _____
9. Address of Branch : _____

10. IFSC of the Branch : _____

PROFORMA – 8

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:

PROFORMA – 09 (Annexure-V(A))

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

I/We _____ (Name),attorney/authorizedsignatoryofthe _____ (constituent _____ firm/constituent partner)andmember/partnerofthe _____ tendering firm) hereby solemnly affirm and state as under:

I/we _____ certify _____ that _____ (constituentfirm/constituentpartner)is/arenotblacklistedordebarredby 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.

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/areeligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEALANDSIGNATURE
OFTHECONSTITUENTFIRM/CON
STITUENTPARTNER

Place: Dated:

PROFORMA FOR INDEMNITY BOND

This deed of indemnity made at _____ on date _____ of _____ 20____ by M/s _____ a Public Sector Undertaking having registered office at _____ hereinafter referred to as "Contractor" which term shall whenever the context so required or admits means and includes the said firm, legal representatives, assigns and transferees in favour of the President of India through the Senior Divisional Finance Manager, _____ Railway, _____, being the paying authority Agreement No. _____ dated _____, hereinafter referred as "Railways" in which expression wherever the context so requires or admits mean and include his successors in office assigns witnesseth.

2. Whereas We M/s _____ Ltd. have agreed to execute the work of "Overhauling of Auxiliary Motors of Three Phase Electric Locomotives (WAG9HC/WAP7) for a period of Three (03) years at Diesel Loco Shed, Hubli" as per Agreement No. _____ dated _____ at the time and place and in the manner specified therein. It is also an agreed term of contract that this indemnity shall be given in addition to Performance Bank Guaranteed Bond for the due performance of the contract in all respects. Now, therefore, in consideration of the above said premises and in consideration of the Railway accepting this indemnity bond in addition to Performance Guarantee Bond for 10% of the contract value. We M/s _____ Ltd. herein agree, undertake and declare as follows:

- i) We M/s _____ Ltd. agree that the indemnity contained herein shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by us. i.e. till date of completion (date) and that it shall, be continued to be enforceable for six months after the date of last Completion of Work of the work contracted to be done by us in terms of delivery clause Scope of Work of the said contract i.e. till date of completion + 6 months (date) hereinafter called the 'said date' and that if any claim accrues or arises against up by virtue of this Indemnity Bond before the said date, the same shall be enforceable against us notwithstanding the fact that the same is enforced within six months after the said date, provided that notices of any such claim has been given to us, by the President of India, (Government of India) before the said date. Payment under this letter of Indemnity Bond shall be made promptly upon our receipt of notice to that effect from the President of India (Ministry of Railways).
 - (i) It is fully understood that this indemnity is effective from the date of the said contract and that we undertake not to revoke this indemnity Bond during the currency without the consent in writing of the President of India (Government of India).
 - (iii) Should, however, at any time any loss or damage occur by reason of breach of any terms or conditions of the contract or due to non-fulfillment of any obligation under the contract referred to above or a refund becomes otherwise due to the President of India, he or his representatives shall be entitled to recover from us compensation for and in respect of such loss or damage, if any, or the amount to be so refunded without prejudice to any other remedies which may be otherwise available to the said President of India by way of deduction from any sum due to/or any sum which at any time hereafter may become due to us under this or any other contract. - 12 -
 - (iv) In the event of any loss or damage as aforesaid, the assessment of such loss or damage and the assessment of the compensation therefore would be made by President of India (Ministry of Railways) or his authorized nominee and the said assessment would be final and binding upon us.
3. We " _____ " further agree that the President of India, (Ministry of Railways) shall have the fullest liberty, without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of Indemnity Bond by the contractor from time to time or to postpone for any time or from time to time any powers exercisable by the the President of India, (Ministry of Railways) against the said contractor and to forbear or enforce any of terms and conditions relating to the said contract and We M/s _____ shall not be released from our liability under this Indemnity Bond by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or omission on the part of the President of India or any indulgence by the President of India to the said Contractor or by any other matter or this, whatsoever, which, under the law relating to sureties, would but for this provision, have the effect of so releasing up from our liability under this Indemnity Bond.

4. We _____ further agree that the Indemnity Bond herein contained shall not be affected by any change in the constitution of the said Contractor.

5. Our liability under this bond is limited to Rs. _____

For _____

Proforma-11

STATEMENT OF DEVIATIONS FROM STANDARD SPECIFICATIONS.

TENDER NO _____ DATE _____

NAME OF TENDERER _____ ITEM NO.

DESCRIPTION PARTICULARS OF DEVIATIONS REMARKS SIGNATURE OF BIDDER.

Proforma-12

STATEMENT OF DEVIATIONS FROM STANDARD TERMS AND CONDITIONS OF THE
TENDER.

TENDER NO. _____ DATE _____

NAME OF TENDERER _____

S.NO . REFERENCE TO TERMS AND CONDITIONS OF TENDER DEVIATIONS IN THE
OFFER REMARKS.

-END OF DOCUMENT-

PROFORMA 13

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
through.....,
.....
Railway

Date:.....

Surety Bond No: Issue Date:.....

Amount of Bond:.....Expiry Date:.....

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

AND

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

SB No:

Date:

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

1. **KNOW ALL MEN** by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or

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

Notwithstanding anything to the contrary contained in these presents,

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

Dated _____ the day of 2024

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

Place..... Bank's Seal and authorized signature(s) [Name in Block letters] [Designation with Code No.]
[P/Attorney] No.

Witness 1.

2.

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

PROFORMA 14
(Annexure–VIB)

Each Bidder or each member of a JV must fill in this form separately.

NAMEOFBIDDER/JVPARTNER:

Annual Contractual Turnover Data for the Previous 3/4years (ContractualPaymentOnly)			
Year	Amount Currency	Exchange Rate	Indiannational Rupees Equivalent
AverageAnnualContractualTurnoverforlast3years.			

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.

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.

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

SEALANDSIGNATUREOFTHEBIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____
Registration No: _____

(Seal)