

**INDIAN RAILWAYS
RAIL WHEEL PLANT, BELA**

TENDER DOCUMENT FOR

- (A) Oxy cutting of all sorts and sizes of Heavy Melting Scrap (HMS).
- (B) Oxy cutting of all sorts and sizes of Light Melting Scrap (LMS).
- (C) Transportation of cut pieces of Heavy Melting Scrap (HMS).
- (D) Transportation of cut pieces of Light Melting Scrap (LMS).

Tender No. RWP S OXYCUT HMSLMS 26-27

Tender Closing Time: **14:00 Hrs.**

Due date: As per NIT

Part-I

INSTRUCTIONS TO TENDERERS AND TENDER CONDITIONS

1. ONLINE SUBMISSION OF OFFER AND FILLING UP OF TENDERES FORMS:

The tenderers should duly fill in the their offers (on the assigned space) duly signed with digital signature and submit online and Payment of Earnest Money Deposit (EMD) in respect of e-tendering, should be accepted through net-banking or payment gateway only.(as per Railway Board latest Guideline).

2. The Factory:

Rail Wheel Plant (**RWP**) is one of the Production Units of the Indian Railways, Ministry of Railways, and Government of India and, is engaged in manufacture of Wheels by casting for Railway Rolling Stock. **RWP is situated at Village- Bela, Block- Dariyapur, P.O.-Arvind Nagar, Distt-Saran, BIHAR-841221.**

3. Definitions: In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned here under except where the context otherwise requires:-

- I.The “**Railway**” shall mean the President of the Republic of India or the Administrative Officers of the Rail Wheel Plant (**RWP**) or of the Successor Railway authorized to deal with any matters, which these presents are concerned on this behalf.
- II.Rail Wheel Plant/Bela shall also mean the “Railway” in these presents.
- III.The “Purchaser” shall mean the Rail Wheel Plant (**RWP**) or the Railway in these presents.
- IV.The “General Manager” shall mean the Principal Chief Administrative Officer (PCAO) and who is the Officer-in-Charge of the General Superintendence and Control of Rail Wheel Plant/Bela. It shall also mean and include his successor (General Manager) of Rail Wheel Plant/Bela.
- V.The Principal Chief Materials Manager (PCMM) shall mean the Officer-in-Charge of the Stores branch of Rail Wheel Plant/Bela. PCMM shall substitute the “Chief Manager” as defined in Clause 1.2.3 of GCC Services.
- VI. The Principal Finance Advisor (FA&CAO/RWP) shall mean the Officer-in-Charge of the Accounts branch of Rail Wheel Plant/Bela.
- VII. The “Contractor” shall mean the person or the Firm or the Cooperative Society or the Company, whether in corporate or not, who enters into contract with the Railway and shall include their executors, administrators, successors and permitted assignees.

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4. Scope of Services/Work:

Sr. No	Schedule of Service	Qty.(in MT)
1	Oxy cutting of HMS such as all sorts and sizes of scrap wheel sets (with or without gas cutting mark) and scrap wheel sets (with or without any attachment like axle bearing box). Scrap wheels and Wheel hub shall be cut into circumference of approx. 300 mm. each. Axles shall be cut into pieces of less than 300 mm. Axle bearing box attachment shall be cut at axle journal end to remove the same. Scrap Rails shall be cut into pieces of less than 300 mm.	60899.50
2	Oxy cutting of LMS such as steel tyres, centre pivot, CBC couplers, yokes, MS steel scrap like Railway bogies, under frames, beams, angles, channels, flat rods, bars trough steel sleepers, wagon doors, plates etc., into not more than 18 inches length. Axle boxes, Axle guards, buffer plungers etc., to be cut longitudinally into two halves and cutting of the centre stem at the base in case of buffer plungers.	13751.50
3	Transportation of cut pieces of HMS by Hydraulic Dumpers from SPC Bay to the weighbridge for weighment and then after to transport up to scrap bins of Melt Shop and unloading near by the scrap bins of Melt Shop in RWP/Bela.	60899.50
4	Transportation of cut pieces of LMS by Hydraulic Dumpers from SPC Bay to the weighbridge for weighment and then after to transport up to scrap bins of Melt Shop and unloading near by the scrap bins of Melt Shop in RWP/Bela.	13751.50

NOTE:-

- 1) The quantity mentioned above are indicative in nature and likely to vary. Contractor will not have any claim whatsoever with regard to variation in quantity mentioned in the schedule of work.
- 2) **The loading of cut pieces of HMS, RAILS and LMS after cutting by the contractor in SPC Bay, will be done in the contractor's dumpers by Railway staff with the help of EOT crane free of cost.**
- 3) **Daily approx. requirement of cut pieces of HMS, Rails & LMS at Melt Shop RWP/Bela is as follows:-a). HMS cut pieces: - 200 MT; b). Scrap Rails-50 MT, and c) LMS cut pieces:- 50 MT.**
- 4)
 - a). The approximate distance from SPC Bay to Weighbridge is about 600 m.
 - b). The approximate distance from Weighbridge to Melt Shop Bins is about 1000 m
 - c). The approximate distance from Melt Shop Bins to SPC Bay is about 400 m.
 - d). The above mentioned details therefore imply that the onward trip loaded with scrap has to cover the distance of **400 m or 1600 m** and return empty trip has to cover the distance of **400 m** approximately. One round trip would cover about to **2 Km.**

Note: Tenderer should visit the plant and satisfy themselves about the distance and other conditions as Annexure -VII of Tender Conditions (Part-II)

- 5) The position of unloading point may change up to 50 meters. near the Scrap Bins of Melt Shop for which no extra payment shall be made.
- 6) Tenderers while quoting should quote the rate per MT for all Four items separately as indicated in the schedule of work. **IN CASE, THEY DO NOT QUOTE FOR ANY OF THE FOUR ITEMS, THE OFFER SHALL BE TREATED AS UNRESPONSIVE AND WILL BE SUMMARILY REJECTED.**

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- 7) **THE EVALUATION OF THE OFFERS AND INTER-SE POSITION WILL BE BASED ON THE TOTAL VALUE OF THE OFFER FOR ALL FOUR ITEMS CLUBBED TOGETHER**
- 8) The waste materials generated out of cutting like rubber fittings, G.I metal separators, grease, inner and outer roller bearing etc., are to be removed from the heap of MS Scrap cuts and disposed off as per (10) below.
- 9) It should clearly be noted that no payment will be made for roller bearings removed from axle boxes, rubber fittings, G.I. metal etc., which are not suitable for melting in the furnace. **Payment will be made only for the M.S. cut scrap (HMS, Rails & LMS separately) sent for melting. The payment will be made only on the basis of weighment, bills copy which comes with bill to accounts department and further the CDMS & SSE/JE (Melt Shop) appointed for the purpose will certify that all cutting are as per specific sizes and dimensions & the loaded cut pieces are waste free.**
- 10) Roller bearings, rubber fittings, G.I. metal separating plates and other wastes like oxidized metal etc., **(which are not suitable for being sent for melting)** should be removed by the contractor's own labour, transported and dumped at a place earmarked by Dy. Chief Mechanical Engineer at Rail Wheel Plant, Bela/Saran, Bihar or their representatives or custodian of scrap, promptly. Such waste should not be allowed to accumulate in the PC bay for more than two working days. Care also should be taken to avoid mixing these wastes in the M.S. cut scrap meant for sending to melting.
- 11) The Contractor shall segregate/remove any DC (Direct Chargeable) scrap i.e., 'Axle cut pieces of 300 mm length or less in case of item no.1 of Schedule of Work, Rail cut pieces less than 300 mm length for item no.1 of Schedule of Service/Work and Uncut Scrap less than 18 inches length for item no.2 of Schedule of Service/Work' from the lot given for cutting before weighment of the cut MS scrap meant for sending to melting. If the contractor fails to do so, the cut MS scrap will not be weighed and accounted.

5. Singular & Plural:

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

6. Headings & Marginal Headings:

The Headings and the Marginal Headings hereof are solely for the purpose of facilitating reference and, shall not be deemed to be part thereof or be taken into consideration in the interpretation of construction thereof or the contract.

7. **The General Conditions of Contract:** - The General condition of Service issued by Ministry of Railway shall be applicable. If any conflict between the terms and conditions contained in the Instructions to Tenderers and Tender Conditions (Part-II) or Special Conditions of Tender (Part-III) of this tender and that contained in the impact of the terms and conditions contained in the Instructions to Tenderers and Tender Conditions (Part-II) or Special Conditions of Tender (Part-III) of this tender shall prevail over the terms and conditions contained in the GCC-2018 (or latest amendment).

8. Law Governing the Contract:

The Contract emerging from the finalization of the tender shall be governed by the laws, for the time being enforced in the territory of the Republic of India.

9. Sale of Tender Papers:

Tender Document may be downloaded from www.ireps.gov.in. **No manual tender will be accepted.**

10. Tenders Not Transferable:

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Tender Document shall not be transferable. The Tenderer shall submit their offer through www.ireps.gov.in.

11. Signifying the Tender paper:

The tenderers shall submit digitally signed offers online through www.ireps.gov.in.

12. Submission of Tenders:

12.1 **The Tender shall be closed at 14:00 Hours (IST) on as per NIT.**

12.2 **Earnest Money:**

The Bidder shall be required to deposit earnest money with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid. The earnest money shall be as under:

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

Note:

- The earnest money shall be rounded to the nearest Rs.10/-. This earnest money shall be applicable for all modes of Bidding.
- Micro and Small Enterprises (MSEs) registered under UDYAM under of Public Procurement Policy for MSEs Order, 2012 and subsequent amendments (However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview). **Tenderer has to submit documentary evidence for the same.**
- The MSEs should note that in case, if they happen to become L-1 and resiles/withdraws from their offer, the amount to equivalent to EMD shall have to be deposited to Railways. Else, necessary action will be initiated to write to the NSIC authorities to take appropriate disciplinary action against such defaulted tenderer.
- It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- If her Bid is accepted, this earnest money will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of GCC-2018 for Service. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

12.3 Before submitting a tender, the tenderer will be deemed to have satisfied himself/herself/themselves by actual inspection of the site and locality of the works, that all

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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-4.42 of the General Conditions of Contract for Service for the completion of works to the entire satisfaction of the Supervisor.

13. Omissions or Discrepancies:

Should a Tenderer find discrepancies or omissions in the Tender Papers or should he be in doubt as to their meaning, he shall at once notify the authority inviting the Tenders and obtain a written clarification in that behalf. It shall be understood that the 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.

14. Offer Validity:

The tenderer shall keep their offer open for acceptance for a period not less than 90 days (Ninety days) from the date of opening of the tender.

15. Expression of Currency:

The expression of the currency of transaction shall be in Indian Rupees.

16. Right of the Railway/Factory to deal with the Tenders:

The authority for the acceptance of the tender will rest with the Railway. **It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer (s) shall demand neither any explanation for the cause of rejection of his /their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender(s). The Railway reserves the right to accept/reject any/all tenders in whole or in part without assigning reasons therefore.**

17. Submission of Wrong Information:

If the Tenderer (s) deliberately gives wrong information in his/their tender or create(s) circumstances for the acceptance of his/their tender, the Railway/factory reserves right to reject such tender(s) at any stage.

18. Death of Tenderers:

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

19. Tender Confidentiality:

The Tenderer shall treat the contents of his tender confidential. He shall also treat the prices quoted by confidential until the tenders are opened.

20. Eligible Applicant:-

- 20.1 The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.]

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- who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- 20.2 Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.
- 20.3 Any Central government department/ Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.
- 20.4 If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. **The Bidder should submit an undertaking to this effect as part of the bid.**
- 20.5 Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:
- (i) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;
 - (ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.
- 20.6 If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under Para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual, consequent to having been banned business dealings or suspended business dealings.
- 20.7 **Lead Partner/ Non - Substantial Partners/ Change In JV Consortium: As per Clause No. 2.3 to 2.4 of GCC of Service 2018**

21. Disqualification of Bidders:

21.1 Employment/Partnership, etc., of Retired Railways Employees:

a] Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or

b] Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or

c] Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or

d] Should a Bidder have in the reemployment any retired Manager or retired Gazetted Officer as aforesaid, then

the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 1 year prior to the date of submission of the Bid as to whether permission for taking such

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contract, or

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

Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be rejected.

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

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

b] The contractor shall be disqualified from participating in the bidding for services in Railway:

- I. If any previous contract of the bidder or any of its constituents has been terminated under clause 7.4 of **GCC for Service 2018** in any Railways within the previous two years from the date of submission of bids.
- II. In any Railway , the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under the previous contract, such a figure being specified, within the previous two years from date of submission of bids. (Period of two years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

The declaration to this affect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extent rules.

- 22. Bid Evaluation System:** Evaluation of the Bids shall be done as per the following system-Based on the type and specific requirements of the project the following methods of bid evaluation can be used, as considered appropriate.

- A. Single Packet system:** This method of evaluation shall be used for **all service contracts having bid value up to and including Rs.50 lakh.**
- B. Two Bid System/ Two packet system:** This method of evaluation shall be used for **all service contracts having bid value exceeding Rs.50 lakhs. The procedure detailed below shall be adopted for dealing with 'Two Packets System' of Bidding:**

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With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted.

The first packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable by meeting the minimum qualifying marks as provided in the technical criteria, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids.

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

23. Minimum Eligibility Criteria:-

23.1 Work Experience: The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year up to date of opening of the tender, one similar single service contract** for a minimum of 35 % of advertised value of the bid.

*Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

** **Similar Service contract means**

The Work/Service of metal gas cutting, metal gas welding, heavy metal fabrication, salvaging/dismantling/demolishing of steel structures, ship breaking in central govt/ state govt/public sector undertaking/ reputed private firms (not from private individuals).

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

Notes: (i) The bidder shall submit order copy/Letter of acceptance, work completion certificate etc from **central govt/ state govt/public sector undertaking/ reputed private firms (not from private individuals).**

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

24. Financial Criteria: The Bidders will be qualified only they have minimum financial capabilities as below:-

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

ii) **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking

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reference certified by chartered accountant with his/her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/number of the Joint Venture/Consortium. In case the net current Assets (as seen from the balance Sheet) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids. Appendix-I and or/ II shall be considered for this purpose. In case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

25. Evaluation of Technical Bid:

25.1 Bidders Credentials:

- I. The Bidders shall submit along with the Bid document, the documents in support of their claim to fulfill the minimum eligibility criteria .
- II. Each page of the copy of documents/certificates in support of credentials submitted by the bidder shall be self-attested/digitally signed by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page) only, those documents will be considered for evaluating bid which are duly self-attested/digitally signed as above.
- III. The bidders shall be required to submit an undertaking (as per annexure-XVIII) of GCC service-2018 certifying the truthfulness of all the documents submitted / uploaded along with the tender. **This shall be mandatory for all the bidders. In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected.**

After opening the Technical bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L-1) for their authenticity. In case the credentials of L1 are not found to be in order, his/her/their bid shall be treated as technically unresponsive and thus invalid. The processes shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by bidder found to be a false /forged.

- (a) The bidder/each partner/member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (Bid) shall also be summarily rejected.
- (b) If the contract has already been awarded, or Letter of acceptance (LOA) has been issued and any, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial/full payments otherwise due to the contractor, in respect of the partial/full work executed by the contractor, shall be forfeited by the Railways.
- (c) Other punitive actions, like banning the bidder and partners/members of the bidding firm for future dealings with Indian Railways and/or the Government of India may also be taken by the Railway/Govt. of India authorities.

26. Evaluation of Financial Bid:

The financial proposal shall be evaluated to determine the bidder.

27. Illegal Gratification:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or anyone on his behalf, to any officer or employee of the Railway, or to any person on his behalf in relation to obtaining or execution of this or any

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other contract with the Railway shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of the Contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any money due to Contractor(s) under this Contract or any other contract with the Railway.

The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if the shall do so, the Railway shall be entitled forthwith to rescind the Contract and all other contracts with the Railway. Any dispute or question as to the commission or any such offence or compensation payable to the Railway under this clause shall be settled by the Chief Administrative Officer, Rail Wheel Plant, Bela of this Railway in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payment for the work done up to the date of rescission.

28. Statutory Requirements:

The statutory requirements as mentioned should be strictly adhered to:-

- a) The contractor shall abide by the provisions of Factories Act, Bihar Factories Rules, Workmen Compensation Act, Payment of Wages Act, ESI Act, EPF Act etc. The contractor shall fulfill all the obligations and statutory requirements stated in the aforesaid Acts and Rules in respect of maintenance of Statutory Register, providing safety personnel protective equipment's to the laborers and conducting medical examination as per statutory provision. In case of violations of the provision of the aforesaid Acts and Rules or any other labour enactments, the contractor will be held responsible for any loss/expenditure that may be incurred and the same may be recovered from the contractor's bill.
- b) The contractor shall take all safety precautions and provide adequate supervision by competent person in order to do the job safely and without damage to equipment or man engaged for the work.
- c) Factory Manager or his authorized representatives may direct stoppage of work, if found that the contractor is not adhering to the statutory requirements and not allow resumption of work till the statutory obligations are met or may terminate the contract as per terms and conditions of contract.
- d) The Contractor shall take necessary shutdowns, wherever there are hazards of gases, electricity, moving machinery, etc. The Contractor shall ensure that the shut downs/clearances are taken in writing, before sending workers to such locations.
- e) The Contractor shall supply safety appliances like safety shoes (for men and women), face shields, welding glass, Body apron, helmets, gloves, etc. to his workers depending on the working conditions, as per the safety requirements.
In the event of default to issue any of the safety apparels that are required, the administration is at liberty to provide the same to the laborers at the Contractor's Cost.
- f) The Contractor shall be fully responsible for accidents caused due to his or his agent's or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries/death caused to the persons deployed by the contractor. If any labour is injured, the Contractor should immediately arrange for FIRST AID and further make arrangements for medical treatment by registered Medical Practitioner at this own cost. If the Contactor fails to arrange medical assistance, the case will be referred to

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Railway Medical authorities and the treatment cost will be recovered from the bills due to the Contractor.

g) The Contractor is solely responsible for safety and security of persons engaged by him and he should provide adequate safety guard, belt, etc. required while executing overhead works at great height. **Only experienced persons free from Acrophobia should be allowed to do overhead works.** Any compensation due to be paid as per the recommendations of the Inspector of Factories Labour Tribunal will have to be paid by the Contractor. The administration reserves the right to with-hold the routine amount to meet such eventualities for all the items of works carried out in RWP.

h) The Contractor shall not employ women labourers on job, which are hazardous and connected to manufacturing processes. Further, he shall not make them work between 7 PM and 6 AM. The Contractor shall not employ any child labour under the age of 14 years to come inside the plant to work for him.

i) Without any prejudice to the right conferred by the Clause (c) above for stoppage of work for violation of statutory requirements, the Contractor shall be liable to pay penalty upto Rs.2000/-

j) **PAYMENT OF MINIMUM WAGES:** The Contractor shall pay not less than MINIMUM WAGES as may be applicable from time-to-time as per the NOTIFICATION issued by MINISTRY OF LABOUR .

k) EPF & Mines Act 1952 & the Schemes framed there under:

The Contractor shall strictly follow the rules under the above ACT and extend the STATUTORY BENEFITS like PROVIDENT FUND to the labourers engaged as per applicable statutory provision.

l) Payment of wages to Contract Labourers:

(i) **The Contractor shall pay wages to labourers not less than the minimum wages prescribed from time-to-time and as indicated above.**

(ii) There should not be any discrimination in the remuneration paid to male and female workers performing similar nature of job.

(iii) All labourers should be paid their wages in time as per statutory provision.

(iv) All Contract labourers should be given REST with wages as per statutory provision. Contract labourers should not be booked continuously to work without rest as per applicable statutory provision under any circumstances.

(v) The Contractor shall ensure that deductions if any being made from the wages of labourers towards PF/ESI, etc. are deposited with the concerned authority within a reasonable time. The Contractor shall comply with the aspects mentioned above without fail.

(vi) Contract labourers should be given leave with wages as per applicable statutory provision. The un-availed leave if any should be carried forward to the next calendar year or they must be paid wages equivalent to the number of days leave at their credit.

29. Addresses for Correspondence:

The addresses of the offices for correspondence in relation to this Tender are furnished hereunder:- Principal Chief Materials Manager, Rail Wheel Plant, Administrative Building, 1st Floor, Stores Branch, Vill-Bela, PO-Arvind Nagar, Dist.-Saran-841221(Bihar).	EMD/SD etc., and other financial matters:- FA&CAO, Rail Wheel Plant, Administrative Building, Ground Floor, PO-Arvind Nagar, Dist.-Saran-841221(Bihar).
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30. TESTIMONIALS:

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- (i) The tenderer(s) shall submit along with the tender(s), the particulars of all works awarded or taken up by him for execution during the 3 years preceding the date of opening of this tender, irrespective of whether the same have been completed or are still continuing or were terminated, in the Performa enclosed as Annexure-I in Part-II.
- (ii) The figures of cost indicated in the Performa at Annexure-I will not include the cost of materials supplied free of cost by the client to contractor.
- (iii) The said Performa should be filled up by the tenderer in respect of all the works done by him for the Railways or for any other Central/State/PSU or any Govt organization.
- (iv) The tenderer shall submit photocopies of certificates and testimonials from the clients/departments to establish the correctness of the data given by him in the aforesaid Performa, and also certificates certifying satisfactory Performance and completion of works. The Railway reserves the right to verify the correctness of such data in such a manner they consider fit and appropriate.
- (v) The details of aggregate annual turnover shall be filled in Performa as per annexure -II in Part-II.
- (vi) The tenderer(s) shall also enclose bank certificates showing the financial stability to undertake work of such magnitude as is covered by this tender.
- (vii) The tenderer(s) shall also submit a list of court cases filed and number of arbitration cases in progress as demanded by him from the Railway or other clients during 5 years preceding the date of opening of this tender as per Annexure-IV & V of Part-II. In the event of the tenderer not giving this information the railway shall compile such data in the said format from available records and the tenderer(s) shall have no right to question the correctness or completeness of such data.

31. TENDERER'S POSTAL ADDRESS:

- (i) Every tenderer shall state in the tender, his complete postal address, E-Mail ID, name and contact numbers of key personnel fully and clearly. Any communication sent in time to the Tenderer by post at the said address shall be deemed to have reached the Tenderer duly and in time. Important documents shall be sent by Registered post/Speed Post.
- (ii) **CHANGE OF ADDRESS:** The Tenderer must keep the Railway informed of any change of address during the currency of tender of work in his own interest.

** ** *

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**Part -II
Annexure-I**

Format for furnishing information as per Clause 23 of Part I

I) List of completed similar works/service in last 3 financial years and Current year										
Sl. No	Name of the organization for whom executed	Contract No.	Description of work	Approx. Value of the contract at the time of award (Rs)	Date of award	Date of schedule of completion of work	Date of Actual start	Date of Actual completion	Final Value of the Contract (Rs)	Amount received (Rs)

II) List of similar works/service contracts on hand										
S.No.	Name of the organization for whom executed	Contract No.	Description of work	Approx. Value of the contract at the time of award	Date of award	Date of schedule of completion of work	Date of Actual start	Value of work completed so far (Rs)	Value of the balance work yet to be completed (Rs)	Amount received (Rs)

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Annexure -II

Aggregate Financial Turn over Data for the last 3 financial years			
Year	Amount (Currency)	Exchange Rate	Indian National Rupees Equivalent
Aggregate Financial Turn over for the last 3 financial years			

1. The information supplied must be substantiated by audited balance sheets and profit & loss accounts for the relevant years of the bidder or all JV members.
2. This form must be certified by a Chartered Accountant and supported by the audited balance sheet duly certified.

Seal & Signature of Bidder

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

Signature of Chartered Accountant

Name of CA: _____

Registration No: _____

(Seal)

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Annexure-III

DECLARATION REGARDING ASSOCIATION OF RLY. OFFICER(S)/RETIRED RLY. OFFICER(S)
WITH TENDERER(S)

Sl. No.	Name	Status with the tenderer	If working in Rly on the date of tendering, designation & place of posting	Date of retirement	Status at retirement	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						
7						

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Annexure -IV

LIST OF COURT CASES DURING LAST 5 YEARS.

Sl. No.	Name of work	Value of work	Name of Client Dep't.	Name of the Court	Date of institution of case.	Relief sought from court.	Brief reason of dispute	Final / Present position of the case
1								
2								
3								
4								
5								

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Annexure -V

LIST OF ARBITRATION CASES DURING LAST 5 YEARS.

Sl. No	Name of work	Value of work	Name of Client Dep't.	Amount and date of claim preferred	Claim of Dep't. If any.	Brief reasons of disputes	Final / Present position of the case
1							
2							
3							
4							
5							

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Appendix-I

FORMAT FOR BANKING REFERENCE FOR LIQUIDITY BANK CERTIFICATE

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

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

Signature: _____
Senior Bank Manager

Name of Bank: _____
Address of the Bank _____

• **Change the text as follows for Joint Venture:**

This is to certify that M/s..... who has formed a JV with M/s and M/s..... for participating in this bid, is a reputed company with a good financial standing. If the contract for the work, namely is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s to meet their working capital requirements for executing the above contract. [This should be given by the JV members in proportion to their financial participation]

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**Appendix-II
Financial DATA**

Applicant's legal name Date

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

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

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

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

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

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ANNEXURE-VI

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

1. I/We declare that I/We am/are not terminated under clause 7.4 of GCC Service 2018 in any Railway , with in the previous 2 years from the date of submission of bids.
2. I/We declare that I/We have not been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).
3. In case this declaration is found to be false, process for “banning of businesses” against the bidder/contractor shall be initiated as per extent rules.

Place:

Seal and Signature of the Tenderer

Date:

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Annexure -VII**

**To,
Dy.CMM-II/RWP/BELA**

Subject: Undertaking regarding inspection/Visit of site.

I/We hereby certify that I/We have visited and inspected the site of the work and have fully acquainted myself/ourselves with the site conditions, scope of work/service, and all other factors that may affect the execution of the work.

I/We confirm that the rates quoted by us are based on our assessment of the site conditions and no claim on this account shall be made against the Railway at any stage.

Place:

Seal and Signature of the Tenderer

Date:

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PART-III
SPECIAL CONDITIONS OF CONTRACT

- 1.0 The work/ service should be completed within **12 months** from the date of issue of letter of acceptance of work. The contractor must execute proportionate quantity in a month of the schedule of work quantity/ or, if so monthly advised by CDMS/DMS. In case of failure to achieve monthly quantity as advised, a penalty of 5% of accepted rate per ton/thereof the shortfall quantity will be levied and deducted from the bills. The decision of the officer-in-charge shall be final and binding on the contractor. The contractor should keep close liasoning with the CDMS/DMS to ensure that adequate quantity of each type of scrap is available in the scrap bins of Melt Shop so as to ensure uninterrupted production of wheels. **The tenderer should be in a position to gear up to RWP requirement immediately.**
- 2.0 **All** operations against this contract should be done in strict accordance with the instructions of the officer-in-charge or his nominated official.
- 3.0 **Oxygen and Cutting gases will have to be arranged by the contractor at his own cost. The loading of cut pieces of HMS, Rails and LMS after cutting by the contractor in SPC bay, will be done in the contractor's dumpers by Railway staff with the help of EOT crane free of cost.**
- 4.0 The contractor shall also be responsible for arranging all the necessary cutting equipments and connected accessories such as regulators, hosepipes, blowpipes, clips, cutting tips, consumables etc. and Railway will not provide any item to the contractor. The contractor should deploy suitable qualified/trained workers and supervisors and shall use standard brand/make (preferably I.S.I marked) Oxy cutting equipment, accessories and consumables etc. The equipment, accessories and consumables to be deployed for the work should be offered for inspection to the authorized Railway official of Rail Wheel Plant (RWP),Bela/Saran, Bihar regularly. When on inspection the equipment, accessories and consumables etc. are found to be defective the same should be replaced by the contractor immediately with new equipment, accessories and consumables etc. to the satisfaction of the authorized Railway official of Rail Wheel Plant (RWP),Bela/Saran, Bihar, whose decision on such matters shall be final and binding on the contractor.
- 5.0 The contractor shall ensure that work of Oxy cutting shall be done in the area earmarked for the purpose by the RWP Administration. In no case, the contractor shall cause the scrap to be scattered in the pathways in the area or allow the cut scrap to infringe the rail track laid in area. If such scrap is found strewn in the pathways or infringes the rail track, the same shall be cleared by the contractor with his own labour/equipment at his cost.
- 6.0 The Tenderer must possess adequate number of cutting equipments/accessories required for the Oxy cutting work. While quoting the rate, the tenderer must furnish the complete list of such equipment/accessories.
- 7.0 **For transportation of Cut pieces of HMS, Rails & LMS from SPC bay and unloading near the scrap bins of Melt Shop at RWP, contractor has to arrange the required no. of hydraulic dumpers and manpower at his own cost.**
- 8.0 **Transportation of Cut pieces of HMS, Rails & LMS shall not be mixed & be arranged separately in quantifiable manner.**

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- 9.0 The contractor shall at his own cost and expense provide photo identification cards (as approved by Railways) for his labourers/supervisors to distinguish them from Railway labour. The character, address and past records of labour/supervisor to be deployed by the contractor for the work should be verified by the contractor. The contractor shall maintain a proper muster of all persons employed by them in connection with the contract and present the same for the inspection of the Factory Manager / Dy. Chief Materials Manager (Depot)/ Sr. Materials Manager (Depot)/Asstt. Materials Manager (Depot) of RWP/ Bela/Saran, Bihar. This muster roll should be preserved during the currency of the contract.
- 10.0 Any statutory deductions under any of the Central/State Acts shall be made from the amounts payable to the contractor and deposited with the competent authorities.
- 11.0 The contractor shall not assign the contract or any part thereof, or any benefit or interest therein or there under (other than a charge in favour of the contractor/bankers) of any money due to, or to become due under this contract without the prior written consent of the Railway.
- 12.0 The contractor shall also not assign/transfer sublet the whole or part of the work without the prior consent of the Railway. Such consent if given, shall not in any way relieve the Tenderer of any liability or obligation under the contract and he shall be responsible for the acts/defaults or negligence of his sub-contractor's agent/servant etc., as if they were the acts/defaults or neglects of the contractors.
- 13.0 The bonded Labour System (Abolition) Ordinance 1975 would apply to the present contract. The contractor shall duly observe the provisions thereof.
- 14.0 The Special Conditions of Contract, embodied in PART-III of this tender, shall supplement the General Conditions of Contract of Indian Railway. Where the Special Conditions of Contract, embodied in PART-III of this tender, are at variance with the General Conditions of Contract, the provisions of the Special Conditions of Contract, embodied in PART-III of this tender, shall override the provisions of the General Conditions of Contract of Indian Railway.
- 15.0 All the powers vested with the "Engineer" under the aforesaid General Conditions of Contract of Indian Railway shall also be exercisable under the Contract by the following officers:-
- a) Principal Chief Material Manager /Dy.Chief Materials Manager / Senior Materials Manager/Asstt. Materials Manager of Rail Wheel Plant, Bela (RWP/Bela/Saran, Bihar); or
 - b) Dy. Chief Materials Manager/Sr. Materials Manager (Depot)/Asstt. Materials Manager (Depot) of Stores Depot at RWP/Bela/Saran, Bihar.
- 16.0 In case the contractor fails to carry out the work satisfactorily and efficiently the administration reserves the right to rescind the contract to avoid interruption to work and the decision of Railway in this regard will be final and binding on the contractor.
- 17.0 Any compensation to be paid, or payable in pursuance of any existing or future statutory rules or Act is to be paid by the Tenderer. The Railway is not responsible for any present or future payment to be made by contractor to the workers or supervisors employed by Tenderer.
- 18.0 **Weighment:-**
- (a) HMS, Rails & LMS suitably cut for feed in the Melt Shop will be weighed separately in contractor's hydraulic dumper before it's movements to nominated bins, placed at Melt Shop of RWP. The weighment shall be done on the magnetic crane in SPC Bay or Weigh-bridge available in the premises of RWP/Bela/Saran and shall be ***duly witnessed by JE/SPC Bay or Chief Depot Material Superintendent (CDMS), Senior Section Engineer/Melt shop (SSE/Melt Shop) or authorized representative of Factory Manager and Contractor or his authorized representative.*** The weighment at RWP/Bela/Saran shall be final and binding on the contractor. The cutting work shall be undertaken by the

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contractor under strict supervision of SSE(Melt Shop) or authorized representative of Factory Manager. Proper acknowledgement shall be obtained in the prescribed format for correct weighment duly signed by the **JE/SPC Bay or DMS, SSE (Melt Shop) or authorized representative of Factory Manager and Contractor or his authorized representative.**

- (b) Actual quantity of Cut pieces of HMS, Rails & LMS will be arrived at from the difference between the weight of the hydraulic dumper (loaded with cut pieces of (HMS, Rails or LMS) and tare weight of the hydraulic dumper for the purpose of arranging payments which will be done on the basis of rate per MT incorporated in the contract. No separate payment will be made for cutting of scrap unless it is delivered to the Melt Shop bins. Proper accountal of uncut & cut-scrap to be maintained by stock holder .
 - (c) The Weighment shall be done by magnetic Crane of SPC Bay in case of failure of weigh-Bridge.
- 19.0 Time is the essence of contract. The entire work shall be completed **within 12 months or earlier from the date of issue of letter of acceptance.**
- 20.0 RWP shall not be responsible for any loss or damage caused to the property of contractor during the course of the execution of the subject work.
- 21.0 **The Administration reserves the right to reject any tender or all tenders without assigning any reason.**
- 22.0 The successful tenderer shall be intimated by Letter of Acceptance from the Administration sent by Registered Post or by Hand delivery at the tenderer's address. With the issue of this letter of acceptance, a legally valid contract between the Administration and the tenderer comes into being on the terms and conditions of the proforma agreement and at the accepted rates. The successful tenderer should in accordance with the letter of acceptance, remit the required Security Deposit and commence the work within the period stipulated in the letter of acceptance and execute the agreement. In the event of contractor's failure to execute the agreement, he is deemed to have committed breach of contract. In the event of such a breach of contract, the Administration shall be entitled to forfeit the EMD.
- 23.0 **Performance Guarantee (PG):**
- 23.1 The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.
- 23.2 The value of PG to be submitted by the, contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee

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amounting to 5% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

- 23.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations up to the determination of the contract.
- 23.4 If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.
- 23.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value –
- a) A deposit of Cash.
 - b) Irrevocable Bank Guarantee in favour of FA & CAO, Rail Wheel Plant, Bela from a Scheduled Banks as per format enclosed as Annexure-I of Part III of this tender document.
 - c) Government Securities including State Loan Bonds at 5% below the market value
 - d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks.
 - f) A Deposit in the Post Office Saving Bank
 - g) A Deposit in the National Savings Certificates
 - h) Twelve years National Defence Certificates
 - i) Ten years Defence Deposits
 - j) National Defence Bonds and Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO, Rail Wheel Plant, and Bela (free from any encumbrance) may be accepted.
- 23.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid up to the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.
- 23.7 The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.
- 23.8 Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from

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participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

- 23.9 The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of –
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.
 - c) The Contract being determined or rescinded under provision of the General Conditions of Contract for Services (GCC for Services), the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.
- 24.0 **Quantity:**
(A) For Oxy cutting: 60899.50 MT of HMS & 13751.50 MT of LMS.
(B) For transportation from SPC bay to Melt Shop and unloading at Melt Shop after weightment: 60899.50 MT of HMS & 13751.50 MT of LMS. Quantities indicated are only approximate and cannot be guaranteed.
- 25.0 **Currency of the contract:** This contract shall remain in force for a period of **12 months** from the date of issue of letter of acceptance of work. **Administration of RWP** reserves the right to extend the currency of the contract for a further period up to 6 months at the same rate, terms and conditions. Any further extension of currency of contract will be done with mutual consent between Railway and the contractor.
- 26.0 **Recovery of Income Tax:** Under section 194-C of the Income Tax Act 1961, the **Income Tax @ 2% Surcharge @ 15% on Income Tax, 3% educational cess on Income Tax** or at the rates applicable from time to time shall be deducted At Source from the amount Payable to the Contractor from their running Bills.
- 27.0 **GST :** Taxes will be payable/recovered as per GST.
- 28.0 In case any recoveries are to be made from the tenderer under the terms and conditions of this TENDER or under law, the Administration shall always have the right to make such recoveries from the pending bills or any other contract on the Indian Railways.
- 29.0 **Short Closure:** The Railway Administration reserves the right to short close the contract at any stage as per the requirement of RWP administration without any financial implication.
- 30.0 **Payment:**
Payment shall be done on Monthly Basis for the quantity executed in the said period and arrived at in the manner & procedure as explained in Para 18.
- 31.0 The contractor shall deploy sufficient man power daily to carry out the work and also appoint one supervisor for supervising the work.
- 32.0 The contractor shall follow the statutory regulations and should be aware of the contract rule. The following should be ensured:
- a) The labours should be conversant with the use of cutting equipments and its operation;
 - b) The contractor should provide the labourers with the required safety apparels; and
 - c) The hoses used, should not have any leakage/damage.

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33.0 The contractor shall abide by the provisions of:-

- a) Factories Act;
- b) Bihar Factories Rules;
- c) Workmen Compensation Act, 1923 as amended from time to time; d) Payment of Wages Act, 1936 and the rules made their under;
- e) Contract Labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and abolition) Central Rules 1971 as modified from time to time, wherever applicable;
- f) Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under;
- g) Employees State Insurance Act; h) Employees Provident Fund Act; & i) Child Labour Act etc.

The Contractor shall fulfill all the obligations, statutory requirements stated in the above Acts and Rules in maintenance of Statutory Register, providing safety protective equipment to the labourer. For violations of the provision of the above Acts and Rules or any other labour enactments, the Contractor will be held responsible for any loss/expenditure that may be incurred and the same may be recovered from the Contractor's bill.

34.0 **Arbitration:** Shall be as per GCC-2018 and latest amendment.

35.0 **Variation in quantity during Execution of Service Contracts:-**

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

35.1 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.

35.2 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

- (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
- (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/RWP and approval of General Manager.

35.3 In cases where decrease is involved during execution of contract:

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- (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- 35.4 The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- 35.5 As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 35.6 For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- 35.7 For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager.
- 35.8 The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.
- 36.0 **Rates to include all taxes:** The rates quoted shall be inclusive of all taxes levied by Central or State Govt. or by any Municipal/Local or any other body.
- 37.0 **Rates in figures as well as in words:** The tenderer(s) are required to quote their rate(s) and all other figures, having financial implications wherever occurring in these documents, in numerals as well as in words. In case of difference between the two, the lower of the two shall be taken in to account for all-purpose connected with this tender.

38.0 Cartel formation:

- a) In case of all or most of the firms quote equal rates and cartel formation is suspected, Railway Administration reserves the right to conclude contract on one or more firms with exclusion of the rest without assigning any reason thereof.
- b) Wherever cartel formation is suspected, the Railway Administration reserves the right to award contract to any firm/firms for any quantity without assigning any reasons thereof.
- c) The firms, who quote in cartel, should note that their names are likely to be deleted from the regular contractors' list.

39.0 Negotiation:

- a) Selection of contractor by negotiation would continue to be an exception rather than a rule and may be resorted to only when the quoted rate is considered to be unreasonably high & also in situation of cartel formation with unreasonable rates, and re-tendering would not secure better advantage to the Railways.
- b) In case it is decided to call for negotiations, negotiations will be held only with the lowest acceptable tenderer (L-1) whose offer is found suitable and on whom the contract would have been placed but for the decision to negotiate.

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40.0 It must be ensured that all Contractors' staff/staffs are covered under ESIC. ESIC cards should be checked for all Contractual personnel.

41.0 Consideration of offers: Following facts will be kept in view for consideration of offers:-

41.1 Offers will be evaluated based on the total value of the tender based on the estimated quantity indicated in the tender.

41.2 Tenderers shall submit copies of contracts successfully executed by them for similar work/service, along with completion Certificate. Contracts executed for private individuals/Certificates from private individuals shall not be considered.

41.3 The past performance, reputation of the tenderer with RWF will also be kept in view.

41.4 Tenderer(s)/bidder(s) have to fulfill the minimum Eligibility criteria as mentioned in the tender and they have to submit the requisite supporting documents to prove their credentials along with the affidavit. Otherwise, offer will be passed over.

41.5 If Tenderer(s)/bidder(s) have fulfilled the minimum criteria and also have submitted the requisite documents and prima-facie RWP is satisfied that the firm is capable of executing the subject work, then firm will be considered for awarding the contract.

42.0 **Splitting Clause:** RWP reserves the right to distribute the quantity on one or more of the eligible tenderers for reasons such as, quantity to be completed, movement requirements, past performance and capacity of the Contractor etc. Zone of consideration of such eligible tenderers will be the right of Railway.

Whenever such distribution/splitting is made, the quantity distribution will depend on outstanding contracts load, adequate capacity cum capability, satisfactory past performance of the tenderers, outstanding over load for the Railway making the procurement of service, quoted schedule vis-a-vis., schedule incorporated in the tender enquiry etc., being same/similar in the manner detailed below:

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Up to 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	At least 65% on the L1 Contractor. For the quantity to be ordered on the L2 Contractor, TC/TAA will decide keeping in view conditions as to requirement in the tender and conditions laid down in the paras below:

If splitting of quantity is required to be done by concluding contracts on tenderers higher than the acceptable L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the model as indicated in the table in the above para.

Railway reserves the right to counter offer the lowest acceptable rate for bulk quantity to the higher Contractor(s). In the event of rejection of such counter offer(s), Railway reserves the right to decide on the quantity distribution ration/proportion.

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**FORM OF BANK GUARANTEE BOND
Annexure-I Part III**

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt _____ (hereinafter called "the said Contractor(S)") from the demand, under the term and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment' by the said Contractor(S) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we, _____ (hereinafter referred to as indicates the name of "the bank") at the request of _____ (Contractor(S)) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount/ claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions 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.
3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (Office/Department) Ministry of - -----certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
5. We (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and Page. 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

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exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived 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 any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date the day ofYear

for

.....
(Indicate the name of Bank)

Note; This proforma is only for the guidance and can be changed/amended at the discretion of the Railway.

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