












TENDER DOCUMENT

SOUTH EASTERN RAILWAY Coaching depot santragachi

	Department/Office	: C&W/Santragachi
	Tender No.	: C-SRC-TRUCK-N-dt-160626
	Name of Work	: Hiring of Goods Transport Service-Open Body Truck (16 ft or higher) for transportation of Materials of Coaching Depot Santragachi based on Kms travelled, including all duties and taxes for a period of 02(two) years"
	Estimated Cost	: Rs 30,33,780/- (including GST 18%)
	Earnest Money Deposit (EMD)	: Rs 60,700/-
	Completion Period	: 02 years from the date of commencement of the work.
	Date & Time of Closing	: 13.07.2026 at 11:00 hrs
	Issuing Authority	: Sr Coaching Depot Officer/Santragachi/S.E.Rly
	Address	: P.O: Jagacha, Dist: Howrah- 711111



CHECK LIST

Tender Notice No: C-SRC-TRUCK-N-dt-160626

CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH TENDERS.

(Tenderers are requested to provide particulars of certificates and/or put (✓) mark wherever applicable)

1.	Tenderer details	
1.2.	<p>Identification of Tenderer</p> <p>i. In case of partnership firm: A copy of partnership deed with latest modifications of the deed, if any.</p> <p>ii. In case of company: A copy of articles of association.</p> <p>iii. In case of proprietary firm: A copy of registration/ GST/ Income tax/ PAN No. for filing returns.</p> <p>iv. The tenderer has to submit a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorizing him with his DSC to submit/upload the tender in IREPS website.</p>	
2.	Details of remittance of Tender cost form	
3	Declaration of retired Employee	
4.	Details of remittance of Earnest Money (EMD).	
5.	MSME certificate if applicable.	
6.	Affidavit to be Uploaded by tenderer along with the Tender Documents for Truthfulness declaration and declaration for Partnership/JV/HUF	
7.	ANDATE FORM	
8.	Copy of Registration number of GST.	
9.	Any other information/certificates required as per tender document.	
10	Mandate Form	
11	Acceptance / Deviation Clause.	

PART-A

INSTRUCTIONS TO TENDERER AND REGULATIONS FOR TENDERS AND CONTRACTS

General Conditions of Contract (GCC) for Services, January, 2018 read with all correction slips / corrections as issued up to the date of tender opening are applicable to this tender/ contract. The following are only a brief of the GCC conditions. Tenderer is advised to refer to the relevant GCC conditions for clarifications, wherever required. GCC for services-2018 is attached with tender:

MEANING OF TERMS:

- a) **Interpretations:** These instruction to tenderer shall be read in conjunction with the General Conditions of the Contract (Services) 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) **Definitions:** In these instructions to Tenderer and Regulations for Tenders and Contract the following terms shall have the definitions / meanings assigned hereunder except where the context otherwise requires.
- c) **“Railway”** shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
 - d) **“General Manager”** shall mean the Officer-in-charge of the General Superintendence and control of the Southern Railway and shall mean and include their successors, of the Successor Railway.
 - e) **“Principal Chief Mechanical Engineer”** shall mean the Officer-in-charge of the Mechanical Engineering Department of South Eastern Railway and shall mean and include their successors, of the Successor Railway.
 - f) **“Engineer”** shall mean the Works Manager or Executive Engineer in executive charge of the works and shall include the superior officers i.e., Deputy Chief Mechanical Engineer and shall mean and include the Engineers of the successor Railway.
 - g) **“Engineer’s Representative”** shall mean the Assistant Works Manager in direct charge of the works and shall include any Senior Section Engineer / Junior Engineer of the Mechanical Department appointed by the South Eastern Railway and shall mean and include the Engineer’s Representative of the successor Railway .
 - h) **“Bidder/Tenderer”** shall mean the person/the firm/Co-operative or company whether incorporated and not who is awarded the work with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
 - i) **“Open bids/Tenders”** shall mean bids/tenders invited in open and public manner and with adequate notice.
 - j) **“Works”** shall mean the works contemplated for delivery of services as per the drawings and schedules set forth in the tender forms and description of contract and required to be executed according to specifications.
 - k) **“Service”** means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.
 - l) **“Earning Contract”** means a contract in which the contractor makes payment to Railway for some notified activity, i.e. where Railway gets some earning by awarding the contract. Examples of earning contracts are running (operating) 4wheeler / 2-wheeler stands;

- publicity on platforms / trains etc.; running (operating) various type of stalls on platforms including reservation centers, bookstalls, restaurants, fast-food stalls, tea-stalls etc."
- m) **"Specifications"** shall mean the Standard Specifications for Materials & Services of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Bid document.
 - n) **"Schedule of Rates of the Railway (SOR)"** shall mean the Schedule of Rates issued under the competent authority from time to time.
 - o) **"Drawings"** shall mean the maps, drawings, plans, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.
 - p) **"Contractor"** shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors, and permitted assignees.
 - q) **"Contract"** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule of Rates of Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Bid Forms, if any.
 - r) **"Tools and plants"** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the services.
 - s) **"Temporary Works"** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the services.
 - t) **"Site"** shall mean the lands, spaces , trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
 - u) **"Period of Maintenance"** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.
 - v) **"Two Bid System / Two Packet System"** shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.
 - w) **"Quality and Cost Based Selection"** shall mean a system of bid evaluation where weightages are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criteria based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria.
 - x) **"Specifications"** shall mean the specifications for Materials & works, Indian Railway issued under the authority of the Principal Chief Mechanical Engineer or as amplified, added to or superseded by special specifications, if any, appended to the tender forms.
 - y) **"G.C.C."** shall mean General Conditions of Contract (services).
 - z) **"Equipment"** means the material/part/component proposed to be used during the contract (the required material will not be provided by the "Railway Administration") according to the specifications of the Tender document. It shall also include spare parts for the purpose, which will not be provided by the "Railway Administration".
 - aa) **"GST"**: Goods and Services Tax.
 - bb) **Singular and plural**: Words imparting the singular number shall also include the plural and vice versa where the context requires.
 - cc) **Headings and Marginal Headings**: The headings and marginal headings in these general conditions 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 or construction thereof or the contract.
 - dd) **Law governing the Contract**: The contract shall be governed by the law for the time being in force in the Republic of India.

2.0. Submission of Offers

- a) The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.
- b) Corrigendum Notice on IREPS: for the purpose of corrigendum in the tender, NIT period is split 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 Bidders can submit their offers.
- c) The prospective Bidders are advised to visit website "<http://www.ireps.gov.in>" before the date of tender closing to note any changes/corrigenda for the tender.
- d) The Railway reserves the right to cancel the tender without assigning any reason thereto.
- e) 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 thereunder.
- f) In case of any wrong information submitted by Bidder, the contract shall be terminated; Earnest Money Deposit (EMD) and Performance Guarantee (PG) of contract forfeited and action will be taken as per GCC (services).
- g) The bids will be opened after closing date and time mentioned in the tender notice. If the date of opening happens to be a holiday for any reason, the bids will be opened on the next working day.
- h) Warning: It is hereby brought to the notice of all prospective Bidders 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 Bidders are liable to be prosecuted under law.
- i) The onus of establishing credentials lies with the Bidder and hence Railway shall evaluate the offer only from the certificates/documents submitted along with the tender offer.
- j) Any certificate, documents submitted after tender opening shall not be given any credit and shall not be considered.
- k) Tenders containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the Bidder(s) in his/their entries must be attested by him/them.
- l) No conditionality will be accepted that can vitiate the evaluation process
- m) Any individual(s) submitting the tender or other documents connected therewith shall specify whether he is submitting:
 - a) As sole proprietor of the concern.
 - b) As a partner or partners of the firm.
 - c) 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.
- i. Tenderers shall submit their offers made as per the GCC services conditions of the contract as well as special conditions of contract as mentioned in this tender.

- ii. In case of any deviation from the requirement of tender specifications, instructions to Tender or GCC Services & Special Conditions of Contract, the same should be brought out by the Bidder while submitting his offer.
- iii. The submission of a Tender by a Bidder shall be deemed to imply and taken as indicating that he has read, understood and abided by the conditions stated therein.

3.0. The Bid:

- 3.1. **Tender Document Cost (Rs.3,000/- for this tender):** If Bidders do not remit proper value towards the Tender Document cost, their tender shall be considered as invalid.

Payment of Tender Document Cost (TDC) in respect of e-tendering should be submitted on line through net banking or payment gateway only. No other mode of payment will be accepted. Cost of tender document should be paid separately and should not be clubbed with EMD.

Tender form shall be provided at free of cost for MSEs registered with any one of the following.

- a) MSEs registered with District Industries Centers, khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or start-ups as recognized by Department of Industrial policy & Promotion for the similar service tendered herewith shall be supplied Tender documents free of cost on confirmation (Photocopy/ Xerox copy) of their evidence to this effect.
- b) MSEs who are interested in availing the above benefits shall enclose the proof of their being MSE registered with any of the agencies mentioned as above.
- c) **ELIGIBILITY CONDITIONS:** No eligibility conditions is stipulated for this tender. As per MSOP clause 5.A. I foot note9, " Eligibility criteria need not be stipulated for open tenders up to Rs.50 lakhs each".

- 3.2. **Earnest Money Deposit:** The Bidder shall be required to deposit earnest money of **Rs.57,600/-** 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)
For works / services estimated to cost up to Rs. 1 crore	2% of the estimated cost of the work
For works/ services estimated to cost more than Rs. 1 crore	Rs. 2 lakhs 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

- a) Payment of Earnest Money (EMD) in respect of e-tendering should be submitted on line through net banking or payment gateway only. No other mode of payment will be accepted. The cost of EMD should not be clubbed with tender document cost. This should be paid separately.
- b) However, payment of Earnest Money (EMD) will be exempted for MSEs/NSIC registered with any one of the following.

MSEs registered with District Industries Centres, khadi and Village Industries Commission Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by

Ministry of MSME or start-ups as recognized by Department of Industrial policy & Promotion for the similar service tendered herewith shall be exempted from payment of EMD detailed in the bid.

MSEs who are interested in availing the above benefits shall enclose the proof of their being MSE registered with any of the agencies mentioned in above para.

- c) It shall be understood that the Bid document have been sold /issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting their Bid, they will not resile from their offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer/ Manager. Should the bidder fail to observe or comply with the said stipulation, the aforesaid EMD amount shall be liable to be forfeited to the Railway.
- d) If the Bidders bid is accepted, the EMD will be returned to the successful bidder after the submission and verification of the Performance Guarantee of this contract. The EMD of the 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.
- e) The earnest money deposited is liable to be forfeited if the Bidder withdraws or amends, impairs or derogates from the tender, any condition in any respect within the period of validity of his offer.

4.0. Performance Guarantee (P.G.) is applicable as per para 4.11 of GCC Services: The procedure for obtaining Performance Guarantee is outlined below

- 4.1. Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value in four separate parts of 1.25% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is Competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work. In case 90th 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.

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

Note: All instruments of payment should be drawn in favour of PFA/South Eastern Railway/Garden Reach/Kolkata.

- a) A deposit of Cash
- b) Irrevocable Bank Guarantee
- c) Government Securities including State Loan Bonds at 5% below the market value.
- d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks
- e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks
- f) A Deposit in the Post Office Saving Bank
- g) A Deposit in the National Savings Certificates

- h) Twelve years National Defence Certificates
 - i) Ten years Defence Deposits
 - j) National Defence Bonds and
 - k) Unit Trust Certificates at 5% below market value or at the face value whichever is less
 - l) FDR in favour of PFA/S.E.Railway/GRC (free from any encumbrance may be accepted)
- 4.2. The value of the PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the execution, the value of the contract increases by more than 25% of the original contract value, an additional Performance guarantee amounting to 5% of 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 the contract decreases by more than 25% of the original contract value, PG amounting to 5% of the decrease in the contract value shall be returned to the 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.
- 4.3. The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract.
- 4.4. 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 upto 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.
- 4.5. The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 4.6. The Performance Guarantee (PG) 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 claim Certificate" from the contractor.
- 4.7. Whenever the contract is rescinded, the Performance Guarantee shall be en-cashed/ forfeited. The balance work 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 tender which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the tender from participating in the tender which includes delivery of balance services of failed contract in individual capacity.
- 4.8. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer/ 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 Engineer/ Manager.

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

5.0 Tender Document:

Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form,

5.1 The following documents form part of this Tender/Contract:

Part A: Instructions to Tenderer and Regulations for Tenders and Contracts

Part B: Scope of the work.

Part C: Special conditions.

Standard General Conditions of Contract for Service as amended/corrected up to latest correction slip.

5.2 This tender is governed by GCC service, 2018. Any rules/regulations/ guidelines not mentioned in this document will be referred from by GCC rules/regulations. Tenderers are requested to go through the GCC services before uploading their bid.

6.0 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 thereunder.

7.0 Other Conditions:

If a Bidder (s) expires after the submission of his 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.

8.0. Negotiations Should the Railway decide to negotiate with a view to bring down the rates, the Bidder called for negotiations should furnish the following form of declaration before commencement of negotiations.

"I/we, do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my/our original tender shall remain open for acceptance on its original terms and conditions.

I/we also declare that I/we am/are aware that during this negotiation, I/we cannot increase the originally quoted rates against any of the individual items and that in the event of my/our doing so, the same would not be considered at all i.e., reduction in rates during negotiation alone would be considered and for some items if I/we increase the rates, the same would not be considered and in lieu my/our originally quoted rates alone would be considered and my/our offer would be evaluated accordingly. "

9.0. Omissions & Discrepancies:

Should a Bidder find discrepancies or omissions from the drawing or any of the Discrepancies in tender forms or should he be in doubt as to their meanings he should at once notify the authority inviting bids who may send a written instruction to all Bidders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Bidder 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.

10.0 Goods and Service Tax (GST)

The Bidder shall note that rates quoted are adequate and all-inclusive of all taxes with the provisions of General conditions of Contract for the completion of works to the entire satisfaction of the Engineer/ Manager. The Bidders shall examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Act, 2017 (IGST)/ Union Territory Goods and Services Act, 2017 (UTGST), respective state's State Goods and Services Tax (SGST) also, as notified by Central/state Govt. & as amended from time to time and applicable taxes before bidding. Bidders will ensure that the full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

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

In case the successful Bidder 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.

11.0. Local conditions:

It will be imperative for each Bidder to fully acquaint him-self 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. Before submitting a tender, the Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the services/works, that all conditions liable to be encountered during the execution of the works are taken into account. The "Railways" shall not entertain request for clarification from the Bidder 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 Bidder can visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done.

12.0. Opening of Offer: The Tender must be submitted through E-tendering form in www.ireps.gov.in not later than 11:00 hrs on 13/07/2026. Tender will be opened on the same day. However, if the date of opening of the tender is declared to be a holiday, the tender will be opened on the next working day at the same time.

12.1. Effect and validity of offer:

The offer shall be kept valid for a minimum period of 45 calendar days from the date of opening of tender, within which the Bidder will not be entitled to rescind or withdraw his offer.

Notwithstanding this if the Bidder rescinds his offer within the period stipulated above, the earnest money deposited by him along with the tender shall be liable for forfeiture at the sole discretion of Railways and in that case the Bidder shall have no further claim on the amount deposited by him as earnest money.

The submission of any offer connected with the specifications and documents shall constitute an agreement that the Bidder shall have no cause of action or claim against the "Railways" for rejection of his offer. The "Railways" shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the "Railways".

Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the Bidder. If necessary, the "Railways" will obtain clarification on the offers by requesting for such information from any or all the Bidder, in writing as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.

13.0. Partnership Firm:

Partnership deed is eligible if entered into and registered prior to the date of issue of Tender notice. Bidder should enclose/submit experience certificate in the same name and style as the Bidder and their credentials shall be considered fully to the extent of work executed by the partnership firm. EXPERIENCE OF INDIVIDUAL PARTNERS WILL NOT BE CONSIDERED.

Any change or modification in the constitution of tendering firms for whatever purpose or intimation of any disputes by any of the partners in the firm makes the tendering firm ineligible, during consideration of Tender after opening of the Tender, and shall be deemed to be backing out of the offer by the Bidder.

13.1. Partnership deeds, Power of Attorney etc.:

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

The Bidder, whether sole Proprietor, a Limited Company or a Partnership Concern, if they want to act through an agent or individual partner, should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorizing him to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign the "No Claim Certificate" and refer all or any disputes to arbitration. In case any person other than mentioned in Power of attorney submitting the bids, such bids will not be considered as submitted by the Bidder and rejected.

Consortium agreements, joint venture and MOUs shall not be considered for the tender value of works less than ₹10 Crores.

14.0. Agreement (Para 3.5 of GCC Services' 2018)

The Bidder whose bid is accepted shall be required to appear in person at the office of concerned manager, as the case may be or if a firm or corporation, a duly authorised representative shall so appear and execute the contract document within 7 days after receipt of notice issued by the Railway that such documents are ready; and failure to do so shall constitute a breach of the agreement affected by the acceptance of the bid in which case the Railway may determine that such bidder has abandoned the contract and there upon her bid and acceptance thereof shall be treated as cancelled

and the Railway shall be entitled to forfeit the full amount of the Earnest money of the bid and performance guarantees for the bid available with the Railways.

15.0. Price variation Clause: Price Variation Clause (PVC) is not applicable for this tender.

16.0. Commencement of Services : The Contractor shall commence the Services within 15 days after the receipt by him/her of a Letter of Acceptance in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

17.0. Other Conditions:

1. Contractor shall submit a declaration while signing the Agreement that all the employees engaged by him shall be his paid employees and Railway shall have no onus for them.

2. Adequate safety precautions are to be taken by the Contractor to ensure safety of workmen engaged by the Contractor. The work may be carried out on running lines therefore every precaution shall be taken by contractor/s to protect their laboring materials.
3. Contractor should take utmost care to ensure that no damage to the Railway property takes place due to any act of his workmen, while carrying out the work under this contract.
4. The work shall be carried out without causing infringement to the Railway working and in consultation with nominated Railway supervisor or his authorized representative.
5. The Contractor shall adhere to the Labour Rules, Workmen Compensation Act, Payment of Minimum Wages Act and other labour legislations. The contractor should possess valid labour license.
6. 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.

18.0. Completion period:

The Contractor is required to complete contract work within 24 months from the date of issue of Letter of Acceptance (LOA).

19.0. Payment Terms:

No advance payment will be paid to the contractor. Payment will be made on successful completion of the work, on monthly basis on submission of certified bill as per the Railway norms along with Extract of work diary. Payment will be made after deduction of the penalties if any and taxes and dues as applicable. Payments shall not be made for items of work/quantities/ components not attended or not done by the contractor. The Railway will not make any payments for any such additional work carried out by the contractor without permission of the Railway's authorized representative. The tax deduction at source will be done as per the statutory obligations as and when required during the period of contract. The Railways has introduced payments through NEFT system for quick money transfer to the contractor account. The contractor must fill the details in the NEFT mandate form as per Annexure VI.

20.0. LETTER OF CREDIT:

The contractor have the option to take payment from Railways through a letter for credit (LC) arrangement as per Railway board letter no: 2018/CE-I/CT/9 dated 04.06.2018.

21.0. Statutory variation clause:

Any variation in taxes and duties imposed by State or Central Government will be borne by the Railways.

22.0. Rider Agreement:

Any alteration or amendment or addition to any clause in the agreement shall be done by mutual consent of both the parties by way of duly executing Rider Agreement.

23.0. Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics / pandemics strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 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.

24.0 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 Bidder(s)/Contractor(s).

25.0 Execution of Works: -

Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress.

26.0. Accepted program of work: The Contractor should follow the program as given in special condition of the contract. He shall submit the details of organization (in terms of Labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The program of work amended, as necessary by discussions with the Engineer or his representative, shall be treated as the agreed program of the work for the purpose of this contract and the Contractor shall endeavour to fulfil this program of work.

The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the program.

27.0. Compliance to Engineers Instructions:- The Engineer or his representative shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer or his representative from time to time but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

28.0. Alterations to be authorized:- No alterations or additions or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

29.0.Extra Works: - Such works over and above those included in the contract require to be executed at the site; the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

30.0. Extension of Time is applicable as per all of Paras 5.1, 5.2, 5.3 including sub paras of GCC-Services- 2018.

31.0. Variations in Quantities during Execution of Service Contracts: -

31.1. Individual items in contract shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.

31.2. Increase in quantity of an individual item by more than 25% of the agreement quantity (operated in excess of 125% of the agreement quantity) will be subject to the following conditions:

31.2.1. 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.

31.2.2.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;

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

31.2.4. The negative variations in quantities shall be made as per point No.3 of clause 5.3.4 of GCC for services.

32.0. OTHER IMPORTANT CONDITIONS OF LABOUR AND OTHER ACTS: applicable as per Part-VI of GCC, Services, 2018.

33.0 Government of India has introduced major labour reforms and has on 21.11.2025 notified new Labour Codes which have become effective from the date of notification. It is imperative to ensure full compliance with statutory labour law provisions in respect of employees and contract labour engaged across Railways and Railway PSUs. The following key areas require immediate attention and strict implementation:

1. Timely Payment of Wages
2. Issuance of Appointment Letters
3. Issuance of Wage Slips
4. Provision of Welfare Facilities by Principal Employer
5. Grievance Redressal Mechanism for Contract Labour

34.0. Determination of Contract is applicable as per Part-VII of GCC Services.

35.0. Settlement of disputes: Settlement of disputes and differences arising out of contract shall be done as per clauses 8.1, 8.2, 8.3 and 8.4 of Part VIII of GCC for Services amended from time to time and the Arbitration & Conciliation (Amendment) Act 2019. The place of arbitration shall be at Howrah/Kolkata only and the Courts in Howrah/Kolkata alone shall have the Jurisdiction to try and adjudicate any disputes /claims arising out of this agreement.

36.0. Bill Paying Authority:

Sr CDO/Santragchi is the Bill passing Officer and Sr DFM/KGP is the Bill paying Officer.

37.0. No employment of labourers below the age of 18 is allowed:

The contractor shall not employ children below the age of 18 as labourers directly or indirectly for the execution of work.

38.0. Indemnity by Contractor: The Contractor shall indemnify keep indemnified and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description whatsoever & howsoever brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, Whatsoever, Howsoever in the execution of the services/works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The contractor shall also indemnify any action by any third party under the consumer Protection Act, 1986 or any other Act for the time being in force.

SOUTH EASTERN RAILWAY

ANNEXURE I

TENDER FORM (First Sheet)

_____ Railway

Tender No. _____

Name of Work/Service _____

To

The President of India

Acting through the Sr. CDO/Santragachi Coaching Depot, South Eastern Railway

1. I/We have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of 45 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work/Service for Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work/Service in all respects within _____ months from the date of commencement of work/Service.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work/service according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of Rs. _____ is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:
 - (a) 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
 - (b) I/We do not commence the work/service within fifteen days from the date of issue of Letter of Acceptance.
4. I/We am/are a Micro and Small Enterprise registered from (body approved by Ministry of MSME) with registration No. and terminal validity up to for similar service contracts.
5. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/service.

Signature _____ of
Bidder/s

Date
.....

Address
.....

Annexure-II**CONSTITUTION OF THE FIRM**

1. Full Name of the Contractor/s, Constitution of firm and year of Establishment :
2. Registered Head Office and Address :
3. Branch Offices/ in India :
4. Address on which correspondence regarding this tender should be done :

Date:

Address:

Signature of Tenderer

ANNEXURE - III**CONTRACT AGREEMENT OF SERVICES**

SOUTH EASTERN RAILWAY

CONTRACT AGREEMENT NO. _____

DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ between President of India acting through the Railway Administration here after called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the Services _ (Name of work) _ set forth in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said Services in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20 ____ 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 have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said services 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 services on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

(Signature)
Contractor
Name & Address

(Signature)
Railway with Designation
(For President of India)

Witnesses (to the signature of the contractor):

Signature of Witnesses with address:

1) _____

2) _____

Signature of Tenderer

Annexure-IV

SOUTH EASTERN RAILWAY

FORMAL GUARANTEE BOND

B.G.No.

Amount:

Value period

Contract order No.

PERFORMANCE BANK GUARANTEE

In consideration of 'President of India acting through Financial Adviser & Chief Accounts Officer/S&W/PER' (hereinafter called the Government) having agreed to exempt (hereinafter called the Contractor) from the demand under the terms and conditions of the LOA/Agreement bearing No dated made between the Railway Administration, Santragachi and (Contractor) for..... (work should be mentioned here).

Whereas according to the terms and conditions of the said Agreement it has been stipulated to furnish a Bank Guarantee for Rs...../- in a form and from a Bank acceptable to the Administration.

And whereas the Contractor has approached the Bank to give the said Bank Guarantee on their behalf in favour of the Administration for an amount of/- (Rupees only) which the Administration has agreed to accept.

We Bank do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claims is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor 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 under this Guarantee on or before..... shall be conclusive as regards the amount due and payable by the Bank. However, our liability under the Guarantee shall be restricted to an amount not exceeding/- (Rupees only).

We, undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator relating thereto. Our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment hereunder and the Contractor shall have no claim against us for making such payment.

We, also undertake to pay unconditionally whenever any claim or claims for payment of a sum or sums of money arise/arise out of or under the said Agreement or any other Contract/Contracts entered into by the said Contractor within the Jurisdiction of Indian Railways including Production Units of Railway on account of any defaulter whatsoever under the terms and conditions which govern the said Agreement. The

Government order will be fully binding on us and the Contractor shall have no claim against us for making such payments.

We 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 (Government) certifies that the terms and conditions of the said Agreement have been fully paid and its claims satisfied or discharged or till Agreement have been fully and properly carried out by the said Contractor and Guarantee is made on us in writing on or before the..... we shall be discharged from all liability under this Guarantee thereafter.

In the event of the period of the Contract being extended and the Contractor fails to extend the validity of this Guarantee, a mere demand or claim made on the Bank by the Government on or before the date of discharge of this Guarantee to the effect that the Contractor has failed to extend the validity of this Guarantee can be conclusive as regards the amount due and payable by the Bank under this Guarantee, unless the Contractor extends the validity and the Bank shall pay the amount forthwith to the Government.

The Government shall be at liberty without our knowledge or consent from time to time to grant or allow extension of time or give Indulgence to the Contractor or to modify the terms and conditions of the said order with the Contractor without effect or impairing the Guarantee or our liability hereunder.

The decision of the Government whether any default has occurred or has been committed by the Contractor in the performance, observance or discharge of the terms and conditions of the said order shall be conclusive and binding on us.

The Guarantee is a continuing one and will not be revoked except with the prior written consent of the Government.

The Guarantee herein contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

The said Contractor 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 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 reasons or any such variation or extension being granted to the said Contractor or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing or thing whatsoever which under law relating to sureties would but for the provision have effect of so relieving us.

Notwithstanding anything herein contained our liability under this Guarantee shall:

be limited to the sum of /- (Rupees only);

stand completely discharged and all your rights under this Guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

Lastly, we..... Bank undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the day of

(Authorised signatory of the Bank with date and seal)

Witnesses:

1. Signature with Name and Address

2. Signature with Name and Address

* The executing Bank shall choose the option and if it wants to retain the Clause the heading may be removed or if it wants to remove entire clause it can be removed including the heading.

Signature of Tenderer

ANNEXURE-V**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I..... (Name and designation)** appointed as the attorney/ authorized signatory of the tenderer,

M/s_(hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No._ of_(Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under

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

eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

Signature of Tenderer

ANNEXURE-V(A)

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

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

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

SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place

Date

Signature of Tenderer

ANNEXURE-VI**MANDATE FORM FOR EFT/NEFT****1. PARTICULARS OF THE PARTY**

i) NAME :

ii) ADDRESS :

.....

-

iii) PHONE NO.: MOBILE..... FAX NO.....

iv) INCOME TAX PAN NO. EMAIL ID.....

2. PARTICULARS OF BANK ACCOUNTi)
CITY.....

ii) BANK NAME:

iii) BRANCH:

.....

.....

.....

.....

.....

iv) BANK ADDRESS:

.....

v) BANK TEL NO. FAX

NO.....

vi) BANK MICR CODE (9 DIGIT):

.....

vii) BANK IFS code:

.....

ix) BANK ACCOUNT NO.....

(Please enclose a cancelled blank cheque)

ix) ACCOUNT TYPE: (SAVING/CURRENT/CASH CREDIT.....)

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

Bank's

Seal

Signature of the authorized official of
the bank

DECLARATION BY THE PARTY:

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

Signature of the
Party with stamp

Annexure – VII

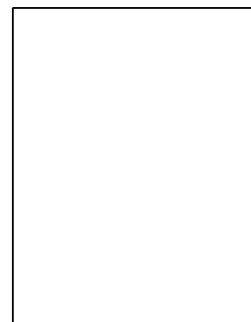
IDENTITY CARD

IDENTITY CARD NO.....

DATE OF ISSUE

CONTRACT AGREEMENT NO.

NAME OF THE CONTRACTOR & ADDRESS



Space of

Photo

PARTICULARS OF EMPLOYEE :

- | | | |
|--------|----------------------------|---|
| (I) | NAME OF THE ESTABLISHMENT | : |
| (II) | NAME OF THE EMPLOYEE | : |
| (III) | AGE | : |
| (IV) | SEX | : |
| (V) | DATE OF ENTRY IN SERVICE | : |
| (VI) | DESIGNATION/NATURE OF WORK | : |
| (VII) | DEPARTMENT | : |
| (VIII) | BLOOD GROUP | : |
| (IX) | IDENTIFICATION MARKS | : |
| (X) | AADHAR No | : |

(SIGNATURE OF CONTRACTOR)

(SIGNATURE/THUMB IMPRESSION OF EMPLOYEE)

(The person who signed the original
tender document or the contract agreement)

Signature of Tenderer

Annexure- IX

FORMAT FOR INDEMNITY BOND

Deed of Indemnity executed by M/s..... Address
herein after called the SERVICE PROVIDER/CONTRACTOR in favour after called the Sr.
CDO/Santragachi Coaching Depot, Soth Eastern Railway acting through THE PRESIDENT,
Union of India, herein

1. Where as the Contractor has taken up a contract and has entered in to LOA No.
Dated for Transportation of materials through Lorries/Trucks by road.

2. And whereas the Service Provider/Contractor has agreed to furnish the Indemnity Bond
for Rs. /- (Rs.) representing the value of the cost of -----and
Carriage & Wagon Works administration has agreed for the same. The Service
Provider/Contractor hereby under takes to indemnify and keep indemnified the Railway
Administration, the amount of Rs. /- (Rs.
) in the event of their failure to maintain the equipments as per the terms and conditions of
the contract dated referred to herein.

3. The Service Provider/Contractor hereby under takes to pay the Railway Administration
an amount due and payable under this Indemnity without any demur, merely on a demand
from the Government stating that the amount claimed is due to loss suffered by the
Carriage and Wagon Works Administration by reason of any breach, delay of failure by the
said contractor.

4. The Service Provider/ Contractor further agrees that the Indemnity herein contained
shall remain in full force and effect during the period prescribed under the contract dated
and that it shall continue to be enforceable till all the claims of the Railway administration
against the contract are satisfied or discharged or till the Carriage and Wagon Works
administration on certified that the contractor has fully and properly performed their
obligation under the contract and accordingly discharges the Indemnity.

Signed at this day of

Witness

Name & Address

Signature

Annexure-x**Declaration regarding association of the tenderer with serving/retired Gazetted Railway Officer(s)**

Name of the Railway Officer	Relationship with the tenderer	If serving, designation & place of working	If retired			
			Date of Retirement	Designation & place of working at time of retirement	Whether period of retirement is more than 1 year from the date of submission of tender	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7

Note: If no Railway Officer is associated with the tenderer, then write **NIL**. (Please do not keep this page as blank.)

Tenderer's Seal

Signature of the tenderer

PART-B

SCOPE OF WORK:

1. **Name of Work: "Hiring of 'Goods Transport Service- Open Body Truck (16ft or higher)' for Transportation of Materials of Coaching Depot Santragachi, based on KMs travelled, including all duties and taxes for a period of 02 (Two) years."**
2. Quantity: 60,000 KMs
3. Period of Contract: 02 years from the date of issue of Letter of Acceptance.
4. Railway Materials/Scrap are to be transported through the shortest route by road from Coaching Depot Santragachi, S.E. Railway to Kharagpur/Liluah workshop/ Padmapukur or any other place as desired by the administration.
5. The vehicle should have National Permit. This permit streamlines interstate operations, ensuring compliance with regulations and facilitating smooth cross-border transport.
6. The contractor will generally be advised to arrange open body truck of 16 ft or viz., or any other vehicle as required from time to time. The contractor shall also be in a position to arrange any type, any capacity as per requirement of Railways and payment will be made as per sought capacity of the vehicle.
7. Materials will be transported either from various Railway workshops/ Production Units / Depots /any other place in India to Santragachi coaching depot or vice versa. However, the Contractor shall also be in a position to transport the materials between other locations not covering Santragachi coaching depot subject to prior approval of competent authority.
8. The scrap to be loaded is to be weighed in certified/calibrated weighing scales in presence of RPF representative, SSE and ADME and jointly signed by all and sent as per Railway stores rules. All legal and statutory rules prevalent from time to time is to be followed.
9. The Contractor shall place lorry anywhere throughout India as and when required by Carriage and Wagon Works. Contractor has to arrange lorry of any capacity within 3 days from Santragachi coaching depot through email/letter/Whatsapp/telephonic message.
10. The driver of the transporting vehicle should always move along with the suitable and valid Commercial Driving license, Registration Certificate (RC) book and all other relevant documents such as Delivery Challan, Lorry Receipt, Insurance Papers, Road Permit, e -way bill for transportation, State Entry Permit, Pollution Under Control Certificate etc., to produce them when demanded by Govt. Transport authorities to avoid unnecessary detention of the vehicle and delay in reaching the Loading/Unloading points. The contractor should

also comply with any other legal requirements. Violation of any traffic rules and consequences thereof shall be responsibility of the contractor alone.

11. The contractor shall be fully responsible for all acts of driver or any other staff (that of contractor). The contractor shall ensure that the driver is not in inebriated state at any time while performing duties related to this contract. In violation of this, the Railways shall be at liberty to levy penalties or remove the driver.
12. If any accident or untoward incident happens during the work and there is any loss to Railways, then the process for the claiming the insurance amount shall be done by contractor. All demurrage as on date of accident is to be borne by the contractor.
13. The material should be transported on proper valid documents. Necessary documents have to be collected at loading point concerned with clear acknowledgement, which shall be the proof of transporter having taken delivery of material fully and clearly, and the same documents have to be handed over at unloading point along with material. This list and quantities shall be the only basis for calculating the value of the material where ever required. Weighment details of the vehicle before and after loading the Railway material should be submitted.
14. The truck to be placed for transportation shall be in good fettle /suitable for transportation of materials as per the requirements of Railways from time to time.
15. The Railway materials shall be transported in the same vehicle from loading point to unloading point. In other words, transshipment of Railway materials loaded at one point to another vehicle en-route by contractor shall not be allowed in view of the possible damage / loss to the Railway materials and on consent of the Railway authority. Other than Railway materials, no other materials should be loaded during the trip.
16. The contractor should intimate in prior the Vehicle Registration Number to Office of the Sr CDO Santragachi, Howrah-711111, immediately on placement of vehicle for lifting Railway materials from loading point.
17. The Vehicle Registration Number should be invariably furnished in the respective documents issued by Railway.
18. Proper acknowledgment should be obtained after handing over the material at the destination.
19. The contractor shall always adopt safe method of transportation of railway materials handed over to him. If at any time the Railways finds the safety arrangements are inadequate or unsafe, the contractor shall take immediate action as desired by the Railways. The contractor is solely responsible for any loss or damage to the materials from the time of materials is handed over to him at the loading point till they are handed over to delivery point as per the terms and conditions of Railways. In case of any damage, Railway will work out the cost of damage and that will be deducted from pending Railway payments to the contractor.
20. Loading and unloading activities should be done only on the working days of the Railway workshops /Production Units/ Depots and during the normal working hours. The contractor cannot claim any detention charges on this account.
21. Packing and tightening/lashings of materials will be done by Railways. However, the contractor has to ensure that packing is done properly, before loading the consignment. Contractor shall arrange protection of the material from rain, heat, fire, theft and damages etc. and arrange to transport the materials duly covered by suitable size tarpaulin and tied with suitable size rope in sealed manner at his own cost.
22. The full particulars of the material to be transported along with loading point and destination point will be informed to the contractor in advance. The contractor should carry out the transportation as and when required and informed to do so by officer in-charge or his authorized representative. The information will be made through email/Whatsapp/Telegram/Letter.
23. The valuation of materials or property will be determined based on the rates documented in the Railways' records and shall be treated as conclusive for this matter. The loss

calculated by the Railways based on the above rates shall be binding on the contractor and Railways shall have every right to recover the same from the contractor.

24. If the response/performance of contractor are not satisfactory in arranging vehicles for transportation of Railway materials as per contract agreement/LOA, Railways can terminate the contract and forfeit the Security Deposit/Performance Guarantee submitted by the contractor.
25. The contractor may utilize vehicle of higher load carrying capacity than advised by Railways warranted for this work but at his own cost. However, payment will be made for Capacity of lorry as advised by Railways only.
26. Payment will be made on KM basis only.
27. **LOADING AND UNLOADING OF MATERIALS:** Loading of Railway materials at source and unloading at Destinations shall be done by the Railway. If required assistance of EOT cranes/Material handling Equipments and necessary accessories will be given by Depot/workshop for heavy items. The contractor shall be responsible for proper securing of the items on the vehicle. The necessary gate pass will be made available at the loading point. During the transportation of materials contractor is responsible for the loss of materials. The material should be transported and handed over to the concerned in-charge of the Railways. Excess load over the carrying capacity of the vehicle is not permitted. The contractor shall take the shortest route of the State / National highways for transporting the materials. Shortest route in Google maps for from starting point to destination only will be taken as reference for distance in Kilometer.
28. The bills submitted shall carry the details of route adopted in Kms. The KM run by the truck with the load of materials will be verified by the Railway's representative as and when required.
29. The body and flooring of the truck should be strong rugged and robust enough to carry the heavy materials. These materials may have sharp edges and angular metallic frames which may damage the truck body or flooring during run.
30. The transporter should provide necessary wooden packing/wedges or cushioning and shall arrange fixing arrangement of the material such that the truck body or flooring does not get damaged during transportation.
31. **TRANSPORT AND INSURANCE:** Movement of Railway materials shall beat the risk and cost of the contractor. The contractor shall have to take transit insurance covering all the risks during the transit of the Railway materials at his own cost. The value of each item of Railway Materials for insurance purpose will be advised to the contractor before undertaking transportation. Necessary Insurance documents from Public Sector insurance Company shall be submitted by the contractor with regard to insurance to the Sr CDO/Santragchi before starting each trip of this transportation contract. Vehicle shall not be allowed for transportation without appropriate Transit Insurance for that Trip.
32. **INDEMNITY BOND:** The contractor should submit an indemnity bond in a format prescribed by Railways for the cost of loaded materials for transportation to indemnify and keep the Railways indemnified for all losses/damages if any for the material under transit or under the custody of the contractor. The contractor should execute the Indemnity bond after the receipt of the LOA. The Indemnity Bond will be released only after completion of the whole contract. Format of the Indemnity Bond shall be as per Annexure.
33. **Rate:** The quoted rates shall include all the expenses such as fuel, lubricants, toll taxes, insurance charges salary and all other benefits payable to Driver(s) and other staff of contractor accompanying the vehicle, statutory Transport taxes/duties, , entry permits for the trucks in other states, GST as applicable and any other charges as levied by the state/central Govt., as applicable to the vehicle en route, including transit insurance charges. The Railways shall not be liable for any other charges except the rate accepted against the contract.

PART - C

SPECIAL TERMS & CONDITIONS

"Hiring of 'Goods Transport Service- Open Body Truck (16ft or higher)' for Transportation of Materials of Coaching Depot Santragachi, based on KMs travelled, including all duties and taxes for a period of 02 (Two) years."

9.1 BRIEF SCOPE OF WORK:

1. Railway Materials/Scrap are to be transported through the shortest route by road from Coaching Depot Santragachi, S.E. Railway to Kharagpur/Liluah workshop/ Padmapukur or any other place as desired by the administration. The additional work if arises on any day, should be attended by the contractor as and when required.
2. Materials will be transported either from various Railway workshops/ Production Units / Depots /any other place in India to Santragachi coaching depot or vice versa.
3.
 - a. The scrap material proposed for loading shall mandatorily be weighed on duly certified and periodically calibrated weighing scales to ensure accuracy, transparency, and compliance with extant regulatory standards. The process of weighment shall be conducted in the joint presence of the authorized representatives of the Railway Protection Force (RPF), the Senior Section Engineer (SSE), and the Assistant Divisional Mechanical Engineer (ADME), and representative of the transporter so as to obviate any ambiguity or dispute regarding quantity and accountability.
 The recorded weight shall be jointly verified and authenticated by the aforesaid officials and contractor's representative through their signatures on the relevant weighment documents, thereby establishing procedural integrity. Subsequent dispatch of the scrap shall be undertaken strictly in accordance with the prevailing Railway Stores Rules and established departmental procedures governing disposal and transportation of scrap materials.
 - b. A copy of the joint statement should be sent to workshop/destination to recheck the weight. If less amount in weight at place of weighing and disposal is observed, it will be the responsibility of the transporter to compensate for the cost.
 - c. Furthermore, all applicable legal, statutory, safety, environmental, and regulatory provisions in force from time to time shall be scrupulously adhered to throughout the process, without deviation, ensuring full compliance with governmental and Railway Board directives.

4. When required by Railway, contractor has to arrange the vehicle within 2 days to Santragachi/other places. The information may be conveyed through email/letter/Whatsapp /telephonic message.
5. The driver of the transporting vehicle should always move along with the suitable valid Commercial Driving license, Registration Certificate (RC) book and all other relevant documents such as Delivery Challan, Lorry Receipt, Insurance Papers, Road Permit, e -way bill for transportation, State Entry Permit, Pollution Under Control Certificate etc., to produce them when demanded by Govt. Transport authorities to avoid unnecessary detention of the vehicle and delay in reaching the Loading/Unloading points. The contractor should also comply with any other legal requirements. Violation of any traffic rules and consequences thereof shall be responsibility of the contractor alone.
6. The contractor shall be fully responsible for all acts of driver or any other staff (that of contractor). The contractor shall ensure that the driver is not in inebriated state at any time while performing duties related to this contract. In violation of this, the Railways shall be at liberty to levy penalties or remove the driver.
- 3 The material should be transported on proper valid documents. Necessary documents have to be collected at loading point concerned with clear acknowledgement, which shall be the proof of transporter having taken delivery of material fully and clearly, and the same documents have to be handed over at unloading point along with material. This list and quantities shall be the only basis for calculating the value of the material where ever required. Weighment details of the vehicle before and after loading the Railway material should be submitted.
- 4 The truck to be placed for transportation shall be in good fettle /suitable for transportation of materials as per the requirements of Railways from time to time.
- 5 The Railway materials shall be transported in the same vehicle from loading point to unloading point. In other words, trans-shipment of Railway materials loaded at one point to another vehicle en-route by contractor shall not be allowed in view of the possible damage / loss to the Railway materials. Other than Railway materials, no other materials should be loaded during the trip.
- 6 The contractor should intimate in prior the Vehicle Registration Number to Office of the Sr CDO Santragachi, Howrah-711111, immediately on placement of vehicle for lifting Railway materials from loading point.
- 7 The Vehicle Registration Number should be invariably furnished in the respective documents issued by Railway.
- 8 Proper acknowledgment should be obtained after handing over the material at the destination.
- 9 The contractor shall always adopt safe method of transportation of railway materials handed over to him. If at any time the Railways finds the safety arrangements are inadequate or unsafe, the contractor shall take immediate action as desired by the Railways. The contractor is solely responsible for any loss or damage to the materials from the time of materials is handed over to him at the loading point till they are handed over to delivery point as per the terms and conditions of Railways. In case of any damage, Railway will work out the cost of damage and that will be deducted from pending Railway payments to the contractor.
- 10 Loading and unloading activities should be done only on the working days of the Railway workshops /Production Units/ Depots and during the normal working hours. The contractor

cannot claim any detention charges on this account. Loading/unloading will be responsibility of Railway

- 11 Packing of materials will be done by Railways. However, the contractor has to ensure that packing is done properly, before loading the consignment. Contractor shall arrange protection of the material from rain, heat, fire, theft and damages etc. and arrange to transport the materials duly covered by suitable size tarpaulin and tied with suitable size rope in sealed manner at his own cost.
- 12 The full particulars of the material to be transported along with loading point and destination point will be informed to the contractor in advance. The contractor should carry out the transportation as and when required and informed to do so by officer in-charge or his authorized representative. The information will be made through email/Whatsapp/Telegram/Letter.
- 13 The valuation of materials or property will be determined based on the rates documented in the Railways' records and shall be treated as conclusive for this matter. The loss calculated by the Railways based on the above rates shall be binding on the contractor and Railways shall have every right to recover the same from the contractor.
- 14 If the response/performance of contractor are not satisfactory in arranging vehicles for transportation of Railway materials as per contract agreement/LOA, Railways can terminate the contract and forfeit the Security Deposit/Performance Guarantee submitted by the contractor.
- 15 The contractor may utilize vehicle of higher load carrying capacity than advised by Railways warranted for this work but at his own cost. However, payment will be made for Capacity of lorry as advised by Railways only.
- 16 Payment will be made on KM basis only.
- 17 The bills submitted shall carry the details of route adopted in Kms. The KM run by the truck with the load of materials will be verified by the Railway's representative as and when required.
- 18 The body and flooring of the truck should be strong rugged and robust enough to carry the heavy materials. These materials may have sharp edges and angular metallic frames which may damage the truck body or flooring during run.
- 19 The transporter should provide necessary wooden packing or cushioning and shall arrange fixing arrangement of the material such that the truck body or flooring does not get damaged during transportation.
- 20 **TRANSPORT AND INSURANCE:** Movement of Railway materials shall be at the risk and cost of the contractor. The contractor shall have to take transit insurance covering all the risks during the transit of the Railway materials at his own cost. The value of each item of Railway Materials for insurance purpose will be advised to the contractor before undertaking transportation. Necessary Insurance documents from Public Sector insurance Company shall be submitted by the contractor with regard to insurance to the Sr CDO/Santragchi before starting each trip of this transportation contract. Vehicle shall not be allowed for transportation without appropriate Transit Insurance for that Trip.
- 21 **INDEMNITY BOND:** The contractor should submit an indemnity bond in a format prescribed by Railways for the cost of loaded materials for transportation to indemnify and keep the Railways

indemnified for all losses/damages if any for the material under transit or under the custody of the contractor. The contractor should execute the Indemnity bond after the receipt of the LOA. The Indemnity Bond will be released only after completion of the whole contract. Format of the Indemnity Bond shall be as per Annexure IX.

- 22 **Rate:** The quoted rates shall include all the expenses such as fuel, lubricants, toll taxes, insurance charges, parking charges, salary and all other benefits payable to Driver(s) and other staff of contractor accompanying the vehicle, statutory Transport taxes/duties, entry permits for the trucks in other states, GST as applicable and any other charges as levied by the state/central Govt., as applicable to the vehicle en route, including transit insurance charges. The Railways shall not be liable for any other charges except the rate accepted against the contract.
- 23 The vehicle should have National Permit. This permit streamlines interstate operations, ensuring compliance with regulations and facilitating smooth cross-border transport.
- 24 The contractor will generally be advised to arrange open body truck of 16 ft or viz., or any other vehicle as required from time to time. The contractor shall also be in a position to arrange any type, any capacity as per requirement of Railways and payment will be made as per sought capacity of the vehicle.
- 25 If any accident or untoward incident happens during the work and there is any loss to Railways, then the process for the claiming the insurance amount shall be done by contractor. All demurrage as on date of accident is to be borne by the contractor.
- 26 Loading and unloading of materials: Loading of Railway materials at source and unloading at Destinations shall be done by the Railway Staff/ Railway contractual staff of another contract.
- 27 Period of Contract: 02 years from the date of issue of Letter of Acceptance.
- 28 Quantity: 60,000 KMs

9.2 VEHICLE DETAILS:

Type of Vehicle: Open Body Truck
Size of Vehicle: 16ft or higher, LCV

9.3 SURVEY OF LOCAL CONDITIONS TO CARRY OUT THE CONTRACT:

It shall be imperative for every Tenderer to fully acquaint itself with all local conditions, constraints, and other factors that may, in any manner whatsoever, affect the execution of the contract, the deployment of resources, logistics, accessibility, or the cost implications associated therewith. The Railways shall not entertain any request for clarification, representation, or claim from any Tenderer in respect of such local conditions after submission of the bid.

No request for revision of rates, enhancement of contract value, or extension of the stipulated completion period on account of ignorance, misunderstanding, or misappreciation of the site conditions shall be entertained after acceptance of the Tenderer's offer by the Railways.

Accordingly, intending Tenderers are advised to visit and thoroughly inspect the Santragachi Coaching Depot, Padampukur Coaching Depot, Kharagpur Workshop, and the surrounding approach roads, including all entry and exit points, prior to participating in the tender. The Tenderers shall independently assess the site conditions, traffic and operational constraints, maneuverability, accessibility, and suitability of the routes for movement of vehicles and equipment, and shall satisfy themselves regarding the feasibility of deploying appropriate vehicles and resources required for successful execution of the work. Submission of the bid shall

be deemed to constitute acknowledgement by the Tenderer that it has examined the site conditions in all respects and has taken the same into account while quoting its rates and formulating its execution plan.

9.4 MANPOWER REQUIREMENTS:

- i. The Driver of the transporting vehicle should always move along with the valid Driving License, 'RC' Book and all other relevant documents such as Delivery Challan/ LR, Insurance papers etc. to produce them whenever demanded by Govt. Transport Authorities to avoid unnecessary detention of the vehicle and delay in reaching the loading/unloading points during the transportation. Any dispute on this account Railway will not take any responsibility.
- ii. Issue of Identity cards by Contractor: Contractor should issue Identity badges to all his staff being engaged to carry out the work, including the Supervisor. These identity badges should be so carried that Railway Security can identify them. The Identity cards should be worn by the contractors' labour on left side on the chest every time, during their presence in Railway Premises.
- iii. No passes or concession facilities either for the travel of the Contractor or his employees shall be issued by the Railway.
- iv. The rate for transporting each km is to be quoted by the tenderer(s) inclusive of fuel, other consumables, manpower requirement and all other applicable taxes.
- v. Safety of the men provided by the contractor during the process of transport of material shall be the responsibility of the contractor. The contractor shall be wholly responsible for provision of adequate protective equipment like proper footwear, gloves, etc. to his manpower. Railways shall not be responsible and liable for any injury to the men during the course of carrying out the said work of transportation.
- vi. The contractor shall ensure that the vehicle drivers possess valid driving license, RC, pollution certificate, and insurance papers. Any violation of traffic rules, and consequences thereof, shall be the responsibility of the contractor. Railways shall be at the liberty of canceling the truck and imposing penalty for trucks not provided, if any shipment is detained on the above account.
- vii. The contractor shall ensure that his men including driver shall not be in an intoxicated state and in such cases Railways shall be at the liberty of canceling the truck trailer and imposing penalty for truck/ trailer(s) not provided. During the course of duties, the manpower shall behave in a courteous and disciplined manner and not act in any manner, which can cause loss of material/ property/ reputation of Railways.
- viii. If, Railway Administration found that the contractor's has employees/representative, labours or coolies whose presence in the railway premises, is undesirable the contractors shall at once remove such person/persons.

9.5 ORDERING/MOVEMENT OF THE VEHICLE:

- i. TIMINGS : Loading/unloading of shipment will be carried out round the clock. Contractor shall provide truck any time as demanded by the Railway.
- ii. Contractor shall nominate one supervisor for liaison with Railways. Mobile phone number of said supervisor shall be communicated to Railway representative of Santragachi and Production shop, KGP, by the contractor.

iii. In case of any decrease / increase in the requirement of vehicle for a particular day, the same shall be communicated to the contractor 24 Hrs. in prior. The contractor shall have to arrange the vehicle as per this revised requirement. In emergent condition Truck/ Trailer can be cancelled at last moment due to unavoidable reasons for which no payment shall be made to Contractor.

iv. Payment shall be made on the actual number of km travel/transported by the contractor from, Coaching Depot Santragachi/Padmapukur to Kharagpur workshop or Kharagpur workshop to Coaching Depot Santragachi/Padmapukur.

9.6 DAMAGE/LOSS OF MATERIAL

The contractor shall be solely responsible for any damage / loss of material and in case of any such event, he shall have to pay for the damages of the cost as decided by the Railway Administration. Decision of Railway in this regard shall be final and binding on contractor.

9.7 OTHER TERMS & CONDITIONS

i. For the vehicle provided, the contractor shall ensure availability of necessary license, road permit, commercial registration number and all other requisite documents required under Existing laws/Motor Vehicle Act etc. & any amendment made to the same in future.

ii. The work shall be carried out without affecting the Railway working or interrupting with the existing Railway system under any circumstances and in consultation with representatives of Railways.

iii. Proper care to need to be while entering to the depot through main Railway lines. Entering and exiting the vehicle should be carried out as per instructions and presence of Railway representative. The contractor should counsel their staff not to enter/ exit their truck themselves and should enter/exit under supervision of Railway representatives. Railway will not be responsible if any untoward incident occur due the fault of the contractor or their staff.

iv. No detention charge will be paid to the contractor either at the loading or at the unloading point.

v. Transit/Delivery Period-Contractor shall ensure that the materials are delivered at the destination within 24 hours after commencement of the transit.

vi. If any compensation / penalty is to be paid by the Railway in compliance of the order/judgment passed by the court, consumer forum or any other law-enforcing agency on default of the contract or his person /servant /employee to the complainant, the said amount shall be liable to be paid by the contractor.

vii. The contractor shall be liable to be penalized for any undesirable activities, endangering the image of railways.

viii. The contractor will ensure that necessary documents related to transportation of railway materials for their destination have been collected from the concerned railway representative before leaving the Railway premises.

ix. Loading and unloading facilities including handling of railway materials shall be arranged by the Railway at loading/unloading points. The loading/unloading of railway materials including their placement at desired location shall be done preferably in day light under supervision of the representatives of Railway at Santragachi Coaching Depot and KGP workshop respectively. The contractor shall coordinate with nominated representatives of Railway with regards to loading/unloading at respective locations.

x. The contractor shall provide medical treatment to his staff and laborers in case on accident on duty. The Railway administration shall in no manner be liable to the contractor or any member of his staff for injury or death caused as a result of accident either within on or outside railway area in the course of the work. The contractor shall be wholly responsible for and will make good all claims for compensation claimed by his laborers staff under the workmen's compensation Act. He shall also indemnify the Railway administration and discharge/obey the orders that may be awarded in respect of claim for compensation arising out of or consequent to the accident, injury or death to any staff or laborers working under him pursuant to the provision of workmen's compensation Act (VIII of 1923 and XV of 1933) or any subsequent revision thereafter.

xi. The contractor shall obtain acknowledgment of delivery of railway materials in safe and sound condition on the challan as decided by Railway, and submit to railway representative as well as to nominated Railway official at workshop. The serial numbered booklet of these challans containing sufficient copies will be supplied by the contractor at his own cost to Railway.

xii. The payments will be released only after obtaining clear certificate of safe delivery of the railway materials within specified time.

xiii. In case the vehicle goes out of order on the way, an alternative vehicle, satisfying all the Conditions mentioned herein, shall be arranged by the contractor within reasonable time to meet targeted/stipulated period of transit.

xiv. Transit Insurance for the goods being transported if required shall be arranged by the transporter as transit risk will be to the contractor's accounts i. e. it is the responsibility of the contractor to deliver the Railway material in safe and sound condition to the ultimate consignee. Any damage/wear & tear/breakage and theft enroute to the Railway material will be entirely to the contractor's account and for which Railway reserves the right to recover the amount lost due to damage/wear & tear/breakage and theft. Railway administration will not enter in to any Transit Insurance with any of the Insurance Company.

xv. No boarding and lodging facilities will be provided to the driver and other staff of the contractor.

9.8 PENALTY CALUSE

Penalty: Following penalties shall be applicable in this contract. Decision of Railway w.r.t. imposition of penalty shall be final and binding on contractor:-

Sr No	NON-CONFORMITY	PENALTY
1	In case of Non-deployment/Non-availability of vehicle on demand/ as required	A penalty of Rs. 10,000/- per day.
2	If the documents are found not in order/invalidated during checks by agencies/police/ Railway officials,	A penalty of Rs 10,000 per occasion will be imposed. In addition, a penalty of the vehicle will not be allowed to be deployed for the work for remaining work , till the papers are validated.

3	If documents like driving license and other statutory documents are not proper or not updated and found invalid,	A penalty of Rs 1000/- per occasion will be imposed. The faulty driver will be voided from driving the vehicle.
4	If the driver/staff engaged by the contractor are found in inebriated condition during duty	A penalty of Rs. 2,000/- will be imposed. The said driver/staff should be immediately removed from work.
5	In case of damage/accident/theft/loss to Railway property during transit.	A penalty as per prevailing railway rates and rules (decided by Railway), will be recovered from the contractor's bill.

SCHEDULE OF RATES

Name of work: "Hiring of 'Goods Transport Service- Open Body Truck (16ft or higher)' for Transportation of Materials of Coaching Depot Santragachi, based on KMs travelled, including all duties and taxes for a period of 02 (Two) years."

Contract Period: 02 years from the date of issue of Letter of Acceptance.

Estimate Cost : ₹ 30,33,780.00/- (including GST)

Schedule - A					
	Description	Quantity (In Two Years)	Unit	Cost per unit	Total cost (in Rs.)
	"Hiring of 'Goods Transport Service- Open Body Truck (16ft or higher)' for Transportation of Materials of Coaching Depot Santragachi, based on KMs travelled, including all duties and taxes for a period of 02 (Two) years."	60,000	Km	₹ 42.85	₹ 25,71,000.00/-
	GST @18% (Bidders are requested to quote @ 18% of their offered value)				₹ 4,62,780.00
Total including GST					₹ 30,33,780.00
Total: Thirty lakh thirty-three thousand seven hundred and eighty rupees (including GST)					

Note: Tenderer should quote through online only. Offline tender will not be accepted.

*****END OF THE DOCUMENT*****

BID FORM (First Sheet)**Annexure- I****SOUTH EASTERN
RAILWAY**

To,

The President of India,
Acting through the
South Eastern Railway

Tender No:.....

Name of the work:.....

1. I/We have read the various conditions to the Bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this Bid open for acceptance for a period of days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture my/our "Earnest Money". I/We offer to do the work for Railway, at the rates quoted in the attached schedule 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 bid.

2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Service Contracts, 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, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A sum of Rs. _____ is herewith forwarded as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:

- a) 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
- b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. I/We am/are a Micro and Small Enterprise registered from (body approved by Ministry of MSME) with registration No. and terminal validity up to for similar service contracts.

5. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/ service.

Signature of Bidder/s

Date Address.....

Annexure- I**BID FORM (Second Sheet)**

1. Instructions to Tenders and Conditions of Tender: The following documents form part of Tender / Contract:

- (a) Tender forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Manager, _____ Railway on payment of prescribed charges.
- (e) Schedule of Rates as amended / corrected upto latest Correction Slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Manager, _____ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.

2. Drawings for the Work: The Drawings for the work can be seen in the office of the _____ and / or Chief Manager, _____ Railway at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Manager or her representative from time to time.

3. The Bidder(s) shall quote her / their rates as a percentage above or below the Schedule of Rates of _____ Railway as applicable to _____ Division except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her / them.

5. The works are required to be completed within a period of _____ months from the date of issue of acceptance letter.

6. Earnest Money:

(a) The Bid must be accompanied by a sum of Rs. _____ as earnest money deposited in cash or in any of the forms as specified, failing which the Bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.

(b) The Bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the Bid. It is understood that the Bid documents have been sold/issued to the Bidder(s) and the Bidder(s), is / are permitted to Bid in consideration of the stipulation on her / their part that after submitting her / their Bid subject to the period being extended further, if required by mutual agreement from time to time, she will not resile from their offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the Bidder fail to observe or comply with the foregoing stipulation,

the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

(C) If the Bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the Bid / negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the Bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

7. Rights of the Railway to Deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand any explanation for the cause of rejection of her/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

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

10. Bidder's Credentials: Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the Bid.

11. For Manual Bidding:

Bid must be enclosed in a sealed cover, superscripted "Bid No. ____" and must be sent by registered post to the address of _____ Railway so as to reach her / their office not later than ____ Hours on the _____ or deposited in the special box allotted for the purpose in the office of _____ Railway. This Special box will be sealed at ____ hours on _____. The Bid will be opened at ____ hours on the same day. The Bid papers will not be sold after ____ hours on _____.

13. For e- bidding: Relevant guidelines should be followed.

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

15. Execution of Contract Documents: The successful Bidder(s) shall be required to execute an agreement with the President of India acting through the _____, _____ Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).

16. Partnership Deeds, Power of Attorney Etc.: The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to

the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

17. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorising her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

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

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

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

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

(c) **Joint Venture (JV):** JV firms are not allowed to participate in this tender. The Bidder shall submit documents as mentioned in Clause 2.4 to GCC.

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

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

17.3 If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Registered Company etc., the afore-mentioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered

Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

17.4 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

18. Employment/Partnership etc. of Retired Railway 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 should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, 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 2 years prior to the date of submission of the tender 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, 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.

(b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the any department of the _____ Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender 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 Standard General Conditions of Contract.

(Signature)

Signature of Bidder(s)

(Designation)

Date

Annexure-III

Registered Acknowledgement Due

REVOCATION OF PERFORMANCE NOTICE_____ **RAILWAY**(Without
Prejudice)To
M/s_____
Dear Madam/Sir,

Contract Agreement No. _____ In connection with _____

1. Your attention is invited to this performance notice issued by this office/Chief Manager's office vide letter no. _____, dated _____.
2. As you have improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India

Annexure- IV**7 DAYS NOTICE****SOUTH EASTERN RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Madam/Sir, Contract Agreement No. In connection with

1. Performance Notice notice under Clause 7.4 of General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days' notice in terms of Clause 7.4 of General Conditions of Contract to commence the service to make good the default, failing which further action as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be issued to you under which your contract shall stand rescinded and the services under this contract will be carried out independently without your participation and your Performance Guarantee shall also be encashed/ forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure-V

TERMINATION NOTICE
SOUTH EASTERN RAILWAY

(Without Prejudice)

No. _____

Dated: _____

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____ In
 connection with _____

Seven days (7 days) notice was given to you under this office letter of even no., dated but your performance has not improved/ you have taken no action to commence the services
 /improve the quality of the services to the specified standards.

Since the period of 7 days' notice has already expired, the above contract stands rescinded in terms of Clause 7.4 of General Conditions of Contract and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/forfeited.

In addition, your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said Railway division for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

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

I.....(Name and designation)**appointed as the attorney/authorized signatory of the tenderer, M/s___ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Place:

SEAL AND SIGNATURE OF THE TENDERER

Dated:

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

ANNEXURE- VII

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

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

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

SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Date:

ANNEXURE- VIII**Form of Declaration for Non Termination of Previous Contract**

Tender No. :

I/We_____ do declare that any previous contract executed by me or any of my constituents had not been terminated with in the previous 2 years from date of submission bid or In that Railways, myself or any of my constituents has not been imposed a penalty equivalent to the maximum penalty that can be imposed under a that previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids.

I/We hereby declare that if declaration to this effect furnished as a part of this bid is found to be false, I/We understand that process for 'banning of business' against me/us shall be initiated as per extent rules.

Seal of the Contractor

Signature of the Contractor with date

ANNEXURE- IX

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

INDEMNITY

(To be filled by Contractor)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. RAILWAY ADMINISTRATION will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

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

.....

Name of Indemnifier

.....

Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

ANNEXURE- X

ACCEPTANCE/DEVIATION SCHEDULE

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

[illegible]

ANNEXURE- XI

MANDATE FORM FOR EFT/NEFT

1. PARTICULARS OF THE PARTY

i) NAME :

ii) ADDRESS :

iii) PHONE NO.:MOBILE.....FAX NO.....

iv) INCOME TAX PAN NO.EMAIL ID.....

2. PARTICULARS OF BANK ACCOUNT

i) CITY.....

ii) BANK NAME:

iii) BRANCH:

iv) BANK ADDRESS:

v) BANK TEL NO.FAX NO.....

vi) BANK MICR CODE (9 DIGIT):

vii) BANK IFS code:

ix) BANK ACCOUNT NO.....

(Please enclose a cancelled blank cheque)

ix) ACCOUNT TYPE: (SAVING/CURRENT/CASH CREDIT.....)

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

Bank's

Seal

.....

Signature of the authorized official

of the bank

3. DECLARATION BY THE PARTY:

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

Date

..... Signature of the
Party with stamp

