

EASTERN RAILWAY/ CARRIAGE COMPLEX/ KANCHRAPARA

Tender Notice No. SKF-REFURB -26-28

Refurbishment of 614 nos. CTRB SKF TBU 1639433 BB/1639433 BC LHB Coach Axle Box Bearing of SKF make fitted in LHB Coaches of Carriage Workshop, Eastern Railway, Kanchrapara for 02 (two years) through OEM, M/s SKF India Limited, 611-617, 6th floor, Bestech Chambers, B-Block, Sushant Lok, Phase-1, Gurgaon-122002 on Single Tender basis on Single packet system.

TERMS AND CONDITIONS

1. E-Tender is invited by the President of India acting through Dy.CME(C)/Eastern Railway, Kanchrapara for Refurbishment of 154 nos. CTRB SKF TBU 1639433 BB/1639433 BC LHB Coach Axle Box Bearing of SKF makes fitted in LHB Coaches of Carriage & Wagon Workshop, Eastern Railway, Kanchrapara for Two Years on Single tender basis.
2. Tenderer while quoting the rates should quote the same strictly against the item/items of work as mentioned in the Rate Schedule in absence of which the tender quotation is liable to be rejected. The rates quoted for the work must be inclusive of all charges in respect of labour, material, GST etc. if admissible.
3. Tenderer should also quote the total cost both in figures and words inclusive of all charges for labour, materials, taxes etc. in the Rate Schedule.
4. Tenderer while quoting the rate shall take into account the possible fluctuation in the market in respect of labour, materials, taxes etc. during the currency of the contract and no extra charges will be ascertained later on.
5. **Bid Security: -**
 - (a) The tender must be deposit a sum of **Rs. 2,48,600.00 (Rupees Two lakh forty-eight thousand and six hundred only)** as Bid Security deposited through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security on submission of Registration Certificate issued by appropriate authority.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of the days as specified in the Tender Document from the date of opening of the Tender. this understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Dy. Chief Mechanical Engineer (C) of Eastern Railway, Kanchrapara. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - (c) If his tender is accepted the Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto-while in their possession, nor be liable to pay interest thereon.
 - (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the Railway shall return the Bid Security so retained to the Contractor.
6. **Forfeiture of Bid Security: -**

Bid Security deposited by the successful tenderer will be forfeited, if the tenderer resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Railway within stipulated period of validity of offer. Should the tenderer fail to execute the Agreement bond or fail to submit the security money or fail to start the work within the stipulated period, the Bid Security shall be liable to be forfeited to the Railway.
7. **Security Deposit:**

The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Firm before release of first on account bill in cash or Term Deposit Receipt in favour of FA&CAO/ER/Kolkata issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is

Dy. Chief Mechanical Engineer/C
E. Rly./Kanchrapara

Signature of the Tenderer/Tenderers
Address with Office Seal

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recovered. Provided also that in case of defaulting Firm, the Railway may retain any amount due for payment to the Firm on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

8. **Refund of Security Deposit:** Security Deposit mentioned above shall be returned to the Firm after the following:
- (a) Final Payment of the Contract as per clause 51(1) of CCC 2022 and
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Firm and
 - (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50(1) of the IRGCC, 2022, in case applicable.
9. **Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, 2022, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited. No interest shall be payable upon the Security Deposit or amounts payable to the Firm under the Contract, but Government Securities deposited in terms of Sub-Clause 19(b) of this clause will be payable with interest accrued thereon.
10. **Warranty/Guarantee: -**
The contractor shall ensure a Warranty/Guarantee of 24 months after supply or 30 months after putting into service, whichever is later. The contractor shall inscribe contractor's name, Sl. No., date, month & year on each CTRB SKF TBU 1639433 BB/1639433 BC, in a legible manner so as to prefer warranty claims in case of failure. CTRBs failed within the Warranty period shall be replaced with Refurbished Brg, on free of cost including to & fro charges of the road transport. It should be ensured that post repairing warranty and assured life of the repaired CTRB SKF TBU 1639433 BB/1639433 BC is same as that of new one.
11. **Inspection:**
Before dismantling the CTRB SKF TBU 1639433 BB/1639433 BC at firm's premises, joint inspection of the CTRB SKF TBU 1639433 BB/1639433 BC is to be carried out by the representatives of the Firm and Kanchrapara Workshop for each bearing for judging and witnessing the actual involvement of the work. The Firm shall inform the Railways well in advance regarding Inspection prior to undertaking the job in hand. The Firm shall prepare and maintain the History card of each bearing which will consist of bearing identification no., nature of defects of the parts, items to be replaced, items to be repaired etc. and the same shall be countersigned by the representative of Consignee and to be submitted to SSE/20/C, Eastern Railway, Kanchrapara.
12. **Performance Guarantee:**
The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the contract value. The procedure for obtaining Performance Guarantee is outlined below:
- (a) The successful bidder shall have to submit a Performance Guarantee (PG) in favour of FA&CAO/ERly, within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.
In all other cases, if the Firm fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated and the bidder shall be banned from submission of bids in any Works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms.
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
 - (xii) Also, FDR in favour of FA&CAO/ER/Kolkata (free from any encumbrance) may be accepted.

In case of extension of Date of completion, selected bidders need to submit extended Insurance surety bond/Fresh Insurance surety bond/ fresh performance security, in any form, as given above, before expiry of existing Insurance Surety Bond.

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

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

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

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

- (i) Failure by the Firm to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Firm to pay President of India any amount due, either as agreed by the Firm or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract is being determined or rescinded under clause 62 of the GCC-2022.

13. Extension of Time in Contracts:

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

13.1. Extension due to Modification:

If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

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If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause_(4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

13.3. Extension for Delay due to Railways:

In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

13.4. Extension of Time for delay due to Contractor:

(i) With liquidated Damage (LD): The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, If satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, 1 sum calculated at the following rates of the contract value of the works. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Sl. No.	Duration of extension of time under Clause 17-B of GCC-2022	Rate of Penalty
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i) of GCC-2022	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i) of GCC-2022	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but upto forty percent of original period of completion including period of extension of DOC granted under	0.30% of contract value for each week or part of the week

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	Section 17A(i) of GCC-2022	
(iv)	Above forty percent of original period of completion including period of extension of DOC granted under Section 17A(i) of GCC-2022	0.50% of contract value for each week or part of the week

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default. Moreover, there will be overall bindings as per GCC-2022 clause no. 42(i) & (ii).

13.5. Assignment or Subletting of Contract:

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Chief Engineer. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

14. Force Majeure Clause:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided. notice of the happening of any such event is given by either party to the other within 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/services 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 Manager as to whether the works/services have been so resumed or not shall be final and conclusive, Provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

15. Commencement of Works:

The Contractor shall commence the works immediately after the receipt by her of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.

16. Payment:

- (i) 100% payment will be made after satisfactory completion of the work lot-wise/phase-wise or part thereof as preferred by the contractor. The Contractor will have to submit bills in triplicate along with the receipted challan, if any, preferred against the Chief Works Manager, Eastern Railway, Kanchrapara & is to be submitted to the office of the Dy. Chief Mechanical Engineer (C), Eastern Railway, Kanchrapara. Payment will be made by the Dy. Chief Accounts Officer (W)/Workshop Accounts Officer (IC), Eastern Railway, Kanchrapara. As per Clause 194 (c) and its amendment of the Income tax Act 1962, 2% Income tax and surcharge thereon as per prescribed percentage on the Income tax will be deducted from the contract bills for contracts valued more than 10,000/- Sales Tax/Vat as applicable will be deducted as per the Govt. norms / policy.
- (ii) Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.
- (iii) Tenderer to submit PAN No., GISTN details along with tender offer.

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- (iv) Tenderer to provide the details of Bank account in line with RBI Guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank Account No. and Bank & Branch Code as appearing on MICR Cheque issued by Bank.
- (v) Tenderer to attach certificate from their Bank certifying the correctness of all above mentioned information (as mentioned in Para (iii) above).
- (vi) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through Cheque.
- 16.1 **Rounding off Amounts:** The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs.1.
- 17. **On Account Payments not Prejudicial to Final Settlement:** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
- 17.1 100% payment against the actual work done up to the satisfaction of the Railways. Bill in triplicate is to be submitted to the office of the Dy. Chief Mechanical Engineer(C), Eastern Railway, Kanchrapara. Payment will be made by the Workshop Accounts Officer (IC), Eastern Railway, Kanchrapara. As per Clause 194(c) and its amendment of the Income tax Act 1962, 2% Income tax and surcharge thereon as per prescribed percentage on the Income tax will be deducted from the contract bills for contract value more than Rs.10,000.00 (Rupees Ten thousand). Other taxes as applicable will be deducted as per the Govt. norms / policy.
- 17.2 Tenderer to give consent in a mandate form for receipt of payment through ECS/NEFT.
- 17.3 Tenderer to provide the details of Bank account in the line with RBI guidelines for the same. These details will include Bank Name, Branch Name & address, Account type, Bank Account no. and Bank & Branch code as appearing on MICR Cheque issued by Bank.
- 17.4 Tenderer is to provide details of PAN issued by Income Tax Department.
- 17.5 In case of non-payment through ECS/NEFT or where ECS/NEFT facility is not available, payment will be released through Cheque.
- 18. **Agreement: -**
The successful tenderer shall be required to execute an agreement with the President of India acting through the Dy. Chief Mechanical Engineer (C) / Eastern Railway, Kanchrapara or any Competent Authority.
- 19. The Railway Administration reserves the right to reject any tender without assigning any reason. The Railway authority reserves the right of declining/accepting any tender irrespective of highest or lowest rate without assigning any reason or may re-tender if necessary.
- 20. **Penalty:**
 - A. If the successful tenderer fails to execute and complete the work within the contractual period as per contractual terms / agreement, penalty shall be levied on the tenderer at the discretion of the railway administration.
 - (i) If the work is found to be unsatisfactory / incomplete at any stage, the work shall be terminated by Railway and concluded as per existing guidelines of risk & cost.
 - (ii) In case stipulated time of 30(Thirty) Calendar days as the case may be for the lot is exceeded, a penalty charge of Rs.10/- for each bearing only per day of delay shall be levied on the contractor. The decision of the Railway administration will be final in this respect.
 - (iii) The penalty as mentioned in 20(ii) above shall be in addition to "No Payment" to the contractor for work not attended or attended unsatisfactorily. The decision of Railway Administration in this respect shall be the final and binding on the contractor.

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- B) If Bearing failed en-route within warranty period, deduction of cost of New bearing i.e. Rs. 31,624.00 (including freight, inspection charges etc.) is to be deducted from the firm's bill as penalty and imposition of penalty shall be based on failure Report of Rly. when incidence occurred. The decision of the Railway administration will be final in this respect.
- C) If CTRB SKF TBU 1639433 BB/1639433 BC under warranty claim is not finalized within 6 months from the date of defect/claim raised, cost of New bearing i.e. Rs. 31,624.00 (including freight, inspection charges etc.) for each is to be deducted from the firm's bill as penalty.

21. **Execution of Contract Documents:**

The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through The Dy. Chief Mechanical Engineer (C) / Eastern Railway, Kanchrapara for carrying out the work according to General Condition of Contract, Special condition/specifications/ Scope of work annexed to the tender and specification for work and materials of Eastern Railway as amended/corrected up to correction slip mentioned in tender form.

- 21.1 The successful tenderer shall execute the work with diligence and expedition keeping in view the approved time schedule. Should he delay/neglect the work, or contravene any provision of this tender, the Dy. Chief Mechanical Engineer (C) / Eastern Railway, Kanchrapara shall be at liberty to give seven days' notice in writing to the tenderer asking him to make good the delay/neglect or contravention and in default, it shall be lawful from the Railway to take away the work wholly or in part from the successful tenderer and get the work completed by other agency at the cost/expenditure of the contractor.

22. In the event of breach of any condition herein contained in the terms and conditions of the tender by the firm or in the event of any misconduct on part of the firm or any of his authorised staff, it shall be lawful for the Railway Administration to terminate the contract forthwith observing the rules laid down in Indian Railways Standard General Conditions of Contract, 2022 and to forfeit the whole or any part of the security deposit at his discretion without being liable to the contractor for any loss or damage whatsoever.

23. **Law Governing the Contract:**

The contract shall be governed by Indian Railways Standard General Conditions of Contract, 2022 and the contemporary laws, as applicable, in force in the Republic of India.

24. **Contractor's Undertaking:**

It is understood and agreed that the contractor has, by careful examination, satisfied herself as to the nature, scope and location of the Works, the type/character of equipment and facilities needed preliminary to, and during the progress of the Works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the Works under the contract.

25. **Validity of Offer:**

The tenderer has to keep his offer open for 66(Sixty-Six) days from the date of opening the tender and within this period the tenderer shall not be entitled to withdraw or modify the tender. If the tenderer resiles or modifies his tender within the validity period of offer, the entire amount of Bid Security deposited by him will be forfeited.

26. **Validity of Contract:**

The contract will remain valid for (02) Two Years from the date of execution of the contract or as specified but may be extended at the discretion of the Railway Administration.

27. **Alteration in the Schedule/Scope of work.**

Railways reserve the right to alter the scope of work/schedule of work or the quantity of order at the time of execution of contract without assigning any reason therefore and the Railway shall not be liable in any manner whatsoever to the tenderer for such alteration. If any additional quantum of works specified in the schedule

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becomes necessary during the course of execution, the contractors may be called upon to carry out such additional works to the extent of 25% of the original contract quantity at the same, rates, terms and conditions without any fresh quotation/negotiation.

- 27.1 Terms and conditions which have not been specified in the tender condition shall be Governed by terms and conditions as specified in General Conditions of Contract for Works, 2022 along with amendments made from time to time. Tenderers should make them fully conversant with Indian Railways Standard General Conditions of Contract-2022 and amendments made therein from time to time.
- 27.2 The contractor shall execute the work with diligence and expedition keeping in view the approved time schedule. Should he delay/neglect the work, or contravene any provision of this tender, Dy.Chief Mechl. Engineer (C)/Eastern Railway/Kanchrapara shall be at liberty to give seven days' notice in writing to the tenderer asking him to make good the delay/neglect or contravention and in default, it shall be lawful for the Railways to take away the work wholly or in part from the tenderer and get the work completed by other agency at the cost/expenditure of the contractor.

28. **Safety of Public:**

The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out, such persons as may, in the opinion of the manager, be required to comply with regulations appertaining to the service.

29. **Service Notices on Contractor:**

The contractor shall furnish to the Manager the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor, if delivered to the contractor or his authorized agent or left at posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Manager.

30. **Payment of wages:**

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways-gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with

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this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways-gov.in till _____ Month _____ Year."

31. Option for payment through Letter of Credit (LC)

31.1 Ministry of Railways vide their letter No. 2018/CE-1/CT/9 dated 04.06.2018 has decided to give an option for the supplier/contractor to take Payment from Railways through a letter of credit (LC) arrangement. This would be subject to the followings.

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

Dy. Chief Mechanical Engineer/C
E. Rly./Kanchrapara

Signature of the Tenderer/Tenderers
Address with Office Seal

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- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t the digitally signed Document of Authorization received from Railway Accounts office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through L.C.

32. **Termination of Contract:**

Termination shall be made so far as the provision of IRGCC 2022 are applicable and penalty shall be imposed if contractor does not abide by the terms and conditions of contract and if Railway suffers from any loss due to default of contractor.

There will be an overall binding of GCC-2022 along with amendments made from time to time over the entire tendering process & the entire Contract.

The provision of Clause 63 and 64 of the General Conditions of Contract will be applicable only for settlement of claims/disputes, for values less than or equal to 20% of the original value (excluding the cost of materials supplied free by Railway) of the contract or 20% of the actual value of the work done (Excluding the value of the work rejected) under the contract whichever is less. When claims/disputes are of value more than 20% of the value of the original contract or 20% of the value of the actual work done under the contract, whichever is less, the contractor will not be entitled to seek such disputes/claims for reference to arbitration and the provisions of clause No. 63 & 64 of the General Conditions of Contract will not be applicable for referring the disputes to be settled through arbitration.

The Contractor shall furnish his monthly statement of claims as per Clause 43(1) of IRS GCC during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the work. Chief Engineer/ADRM shall be the final authority for decision on claims and disputes preferred by the Contractor. But, the contractor should seek reference to arbitration settle the disputes only once, subject to the condition as mentioned in the above para.

These Special conditions shall prevail over the existing Clause 63 & 64 of General Condition of contract.

33. **Arbitration:**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses B, 18, 22(5), 39, 43(2), 45(a), 55, 55-A (5), 57, 57A, 61 (1), 61(2) and 62(1) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor, provided further that "excepted matters" shall stand specifically excluded from the purview of the Arbitration Clause.

34. However, there will be an overall binding of Indian Railways Standard General Conditions of Contract for Works- April 2022 along with amendments made from time to time over the entire tendering process & the entire Contract.

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ANNEXURE –I

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the **certificate** submitted by us are found to be forged/false or incorrect 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 or incorrect 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).

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.

This certificate is to be given by each member of JV or Partners of Partnership Firm/LLP/etc.

Dy. Chief Mechanical Engineer/C
E. Rly./Kanchrapara

Signature of the Tenderer/Tenderers
Address with Office Seal

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ANNEXURE –I (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 & 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.**