



SOUTH EAST CENTRAL RAILWAY

दक्षिण पूर्व मध्य रेलवे

TENDER DOCUMENT

E-TENDER (OPEN TENDER)

Name of work	:	Renewal of Comprehensive Annual Maintenance Contract of CNC Floor Wheel Lathe (BG) Make: M/s HYT Engg. Pvt. Ltd., New Delhi, Sr. No. NGUF-97; Model No. YUL-08M available at Electric Loco Shed, Bilaspur for a Period of 5 Years.
Duration of contract	:	05 years.
Approximate value of the work	:	₹ 2,10,92,500.00/- (Rupees Two Crore Ten Lakh Ninety Two Thousand Five Hundred) Only.
Earnest Money Deposit	:	₹ 4,21,900/- (Rupees Four Lakh Twenty One Thousand Nine Hundred Only)
Cost of tender documents	:	NIL
Tender closing date & Time	:	As per IREPS tender document

ISSUED BY -

Sr. DIVISIONAL ELECTRICAL ENGINEER,
ELECTRIC LOCO SHED,
SOUTH EAST CENTRAL RAILWAY, BILASPUR
BILASPUR – 495004

Note -

1. Railway reserves the right to issue any corrigendum to the tender till fifteen days prior to the opening of the tender. Tenderers are requested to see for any Corrigendum slips issued to this tender up to fifteen days prior to the date of opening, and to use updated tender form only failing which tender is likely to be rejected.
2. The tenderers should specify the details of the completed work with complete postal address of the client/agency under which such work is executed. The details of postal address should include Road/sector, Town, District, state and pin code which will facilitate verification of such document. In absence of such detailed address, cognizance of such credential may not be given by Railway.

GOVERNMENT OF INDIA
(MINISTRY OF RAILWAYS)

SOUTH EAST CENTRAL RAILWAY

ELECTRICAL TRACTION ROLLING STOCK DEPARTMENT,
BILASPUR – 495004.

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1. E-tender have been invited for and on behalf of the President of India through website www.ireps.gov.in for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender. No Tender document in hard copy will be sold against this tender number. Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract- April 2022 or latest, Special Condition of Contract before filling the e-tender online.
2. E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
3. The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred below as well as Schedule of Tender, General and Special Conditions.
4. The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website www.ireps.gov.in before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.
5. The Railway, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion 15 days prior to date of opening of the tender as corrigendum.
6. Corrigendum as required may be issued upto 15 days prior to the opening of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.
7. This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Specifications and Scope of the works, other documents attached & various Annexure etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as "Tender Document" & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
8. The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.

9. In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.
10. Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost due to wrong or manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.
11. All documents uploaded or information furnished in the website is digitally signed by the competent authority.
12. This tender document includes many chapters/items/Conditions/Instructions like as Undertakings, Technical Compliance, Commercial compliance, standard Technical Criteria, Standard Financial Criteria, Similar Nature of Work, General Instructions to Tenderers for e-tendering, Special Conditions of Contract-General and list documents to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work are available in the IREPS portal and all the items including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation.
13. The General condition of contract – April 2022 editions with all correction slip issued time to time and upto date. Here in after referred to as GCC April 2022 (Works) Or Latest for the purpose of General condition of contract.

TENDER FORM

Tender No. _____

Name of Work _____

To

The President of India

Acting through the South East Central Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for SEC Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within 60(Sixty) months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.

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

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Name:.....

Address:

Date.....

Tender Notice

TENDER NOTICE No. : TRS-BSP-26-27-ST-HYT-11

For and on behalf of THE PRESIDENT OF INDIA, Sr. Divisional Electrical Engineer (TRS) South East Central Railway, Bilaspur, invites E-tender the following work in Electric Loco Shed, S.E.C.Rly., Bilaspur from proven experienced contractor.

1	Name of work	:	Renewal of Comprehensive Annual Maintenance Contract of CNC Floor Wheel Lathe (BG) Make: M/s HYT Engg. Pvt. Ltd., New Delhi, Sr. No. NGUF-97; Model No. YUL-08M available at Electric Loco Shed, Bilaspur for a Period of 5 Years.
2	Location	:	Electric Loco shed, Bilaspur.
3	Approx. cost of the work	:	₹ 2,10,92,500.00/- (Rupees Two Crore Ten Lakh Ninety Two Thousand Five Hundred) Only.
4	EMD/Bid Security Amount	:	₹ 4,21,900/- to be deposited through net banking. Or payment get way in "http://www.ireps.gov.in."
5	Completion period of the work	:	05 years from the date of issue of LOA.
6	Address of the office from which e-tender initiated	:	Sr. Divisional Electrical Engineer (TRS), Electric Loco shed, Bilaspur, South East Central Railway, Pin-495004
7	Validity of offer	:	60 days.
8	Website particulars and notice board location where complete details of tender can be seen etc.	:	http://www.ireps.gov.in

9. Eligibility Criteria:

9.1 Technical Eligibility Criteria

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

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

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

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

*Similar nature of work Means:

"The firm must be the OEM of the subject equipment i.e. CNC Under Floor wheel lathe machine and shunter or authorized dealer of OEM"

Note for Sr. no. 9.1

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year,

listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

Note: As per RB letter no. 2019/Elect(G)/165/1 dated 22.04.2020, technical and financial eligibility criteria may be dispensed with if the bidders are either OEM's or sources approved by RDSO for related work contracts and PU's approved sources for various safety/vital items.

9.2 **Financial Eligibility Criteria:**

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

V= Advertised value of the tender in crores of Rupees.

N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the **previous three financial years**, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the **fourth previous year** shall be considered for calculating average annual contractual turnover.

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

10. **Bidder should submit following document (In addition to the eligibility criteria mentioned under Para 09) duly signed and sealed or digitally signed along with bid. Non submission by bidder shall result in summarily rejection of his/their bid.**

- (1) in addition to Annexure V, in case of other than company /proprietary firm, **Annexure-V(A)** shall also be submitted by the each member of a partnership firm / Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc, as the case may be.
- (2) The Earnest Money Deposit/Bid Security shall be deposited either in cash through **e-payment gateway** or submitted as **Bank Guarantee bond** from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-IX and shall be valid for a period of **90 days** beyond the bid validity period. The details are given below as Sr. no. 02 of General Terms and Conditions of Contract of Tender Document. The original Bank Guarantee should be delivered to Sr.DEE(TRS)/BSP of Electric Loco Shed, Bilaspur, Pin-495004 (Chhattisgarh) before closing date for submission of bids (i.e. excluding the last date of submission of bids).
- (3) **Authority of Signatory:**
Tender bidding form must be submitted by Tenderer along with Valid documents in support of Authority of Signatory in favour of person who signed in tender

document. Without valid documents in support of Authority of Signatory tender form will be rejected by Railways.

11 TENDER OPENING.

- 11.1 The date and time of opening of tender will be same as that of date and time of closing the tender as specified in NIT.
- 11.2 No vendor shall be required to be present in the Railways office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the website, after the scheduled time and date of tender opening.
- 11.3 Railway does not guarantee opening of tenders at the specified date and time due to reason beyond control and hence, tenders can be opened after due date and time as stipulated under the tender notice.

The tender document and other details can be obtained from the website: **www.ireps.gov.in**. The bidding for the tender is to be submitted through e-tendering on above website. Manual offers are not allowed against this tender and any manual offer if received shall not be accepted and will be summarily rejected.

12. Tender credentials:

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

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

- i. Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- ii. Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- iii. The list of personnel/ organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- iv. A copy of certificate stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V. in case of other Company/Proprietary firm- Annexure -V(A), Shall also be submitted by the each member if a Partnership Firm/Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- v. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

- a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
- b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the Railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

दक्षिण पूर्व मध्य रेलवे

Tender Notice No. : TRS-BSP-26-27-ST-HYT-11
 Name of Work : Renewal of Comprehensive Annual Maintenance Contract of CNC Floor Wheel Lathe (BG) Make: M/s HYT Engg. Pvt. Ltd., New Delhi, Sr. No. NGUF-97; Model No. YUL-08M available at Electric Loco Shed, Bilaspur for a Period of 5 Years.

SCHEDULE OF RATES AND QUANTITIES

The tenderer should carefully study all instructions, terms and conditions as mentioned in Conditions of Contract and Special Conditions and Price Schedule of this tender before quoting their offer in the following Price Schedules.

SN	Description of work	Qty	Unit	Unit Rate (in ₹)	Total Amount (In ₹)
1	Charges for annual maintenance contract (for 1st 2 nd 3rd and 4th Quarter), for First Year.	1	Year	2860000.00	2860000.00
2	Charges for annual maintenance contract (for 1st 2 nd 3rd and 4th Quarter), for Second Year.	1	Year	3218000.00	3218000.00
3	Charges for annual maintenance contract (for 1st 2 nd 3rd and 4th Quarter), for Third Year.	1	Year	3575000.00	3575000.00
4	Charges for annual maintenance contract (for 1st 2 nd 3rd and 4th Quarter), for Fourth year.	1	Year	3932000.00	3932000.00
5	Charges for annual maintenance contract (for 1st 2 nd 3rd and 4 th Quarter), for Fifth Year.	1	Year	4290000.00	4290000.00
				TOTAL	17875000.00
				GST@18%	3217500.00
				TOTAL IN FIGURE	21092500.00
Total in words: Two Crore Ten Lakh Ninety Two Thousand Five Hundred Rupees Only					

Note:

- i. Rate quoted should be in percentage (%) "Above/Below/At Par" and should be inclusive of GST and levies including contractor's profits, expenditure to fulfil the contract conditions or any such taxes enforced by the Railway, State/Central Govt. of Labour Ministry time to time.
- ii. GST and Levies will be deducted at source as applicable (as per General Conditions of Contract April 2022 or latest).
- iii. The schedule rate is inclusive of all taxes i.e. GST @18%, Excise Duty and EPF, ESIC etc.
- iv. Firm is advised that the rate should be quoted as per latest guideline of Indian Railway.

Technical specification and Scope of work

Name of work: Renewal of Comprehensive Annual Maintenance Contract of CNC Floor Wheel Lathe (BG) Make: M/s HYT Engg. Pvt. Ltd., New Delhi, Sr. No. NGUF-97; Model No. YUL-08M available at Electric Loco Shed, Bilaspur for a Period of 5 Years.

1. The specification covers the provision of Comprehensive Annual Maintenance Contract (CAMC) of CNC under floor wheel lathe (NGUF-97) at Electric Loco Shed, South East Central Railway, Bilaspur, for 05 years, which covers the following:
 - i) Contractor shall under take the Comprehensive Annual Maintenance Contract of CNC under Floor Wheel Lathe (BG) as specified **for the total period of 05 years during the currency of Annual Maintenance Contract.**
 - ii) CAMC will be inclusive of all spares, material and labour cost, including its fitment on lathe during the quarterly maintenance schedules.
 - a) All consumables spares and materials shall form a part of the scope of Comprehensive AMC.

2. **SCHEDULE OF ANNUAL MAINTENANCE:**

- i) The Contractor shall carry out 20 (Twenty) quarterly maintenance schedules during the period of Annual maintenance contract.
- ii) The day of quarterly maintenance will be mutually decided between the Railway and contractor.
- iii) Railways shall provide 05 (Five) days' time at the time of each quarterly schedule to carry out the maintenance schedule activities and attend defects noticed during at the time of handing over of machine to the contractor.
- iv) The contractor have to visit any number of time during the period of AMC (no limit) to attend breakdown of machine.

3. **The detailed terms and conditions of AMC:**

- i) The duration of AMC shall be 5 years from the date of expiry of warranty Rates of AMC Shall be quoted the tenderer on yearly basis, which will remain applicable during the duration of AMC and not subject to any variation except any statutory changes in taxes duties as compared to quoted rates .
- ii) The tenderer must provide AMC services at the consignee location without any precondition The AMC should include complete responsibility for the bought-out subassemblies and components like CNC system, diesel engine, AC unit etc.
- iii) The details of preventive maintenance services including cleaning of machine to be provided under AMC shall be provided by the tenderer in the following format.

Sr. No.	TYPE OF PREVENTIVE SCHEDULE	PERIODICITY	ITEMS TO BE CHECKED	ITEMS OF REPLACEMENT	EXPECTED PLANT DOWN TIME
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Note: PREVENTIVE MAINTANACE SCHEDULE DURING AMC will be carried out as per detailed in Annexure-IIA

- iv) Preventive maintenance shall preferably be conducted on weekends through mutual agreement With the consignee Each preventive maintenance schedule normally shall not exceed one day The total shutdown time for preventive maintenance should be kept as low as possible but not more than 60 hours/month (averaged over the quarter)

Including time for cleaning weekly fortnightly, monthly, quarterly schedules etc The preventive maintenance regime offered must be aimed at achieving minimum 90% uptime of the plant excluding the plant down time for preventive maintenance schedules.

- v) The tenderer shall ensure that In case a failure is reported by a consignee, qualified service engineers visit the Site within 3 days from the date of complaint on calendar days basis This period of 3 days after the failure report shall be treated as grace period which Will not count towards plant down time for up to one failure per quarter and a maximum of 4 failures per annum In case, the number of failures exceed one during any quarter or four during any year of AMC, grace period of only 2 days will be permissible for such additional failures Complaints shall be lodged by consignee by fax e-mail or per bearer at address given by the tenderer. The responsibility to keep the failure reporting address details current Will rest with the tenderer
 - vi) In case preventive maintenance is carried out along with breakdown maintenance schedule preventive maintenance time will be deducted from breakdown time of the plant.
 - vii) Plant up time of less than 60% for two consecutive quarters will constitute complete failure of tenderer to provide the AMC services successfully and will result in forfeiture of AMC BG This will be in addition to penalty for the period of actual performance. .
 - viii) Spares as per list mutually recommended by the tenderer will be kept by the consignee, which may be used by the tenderer for performing repair & maintenance under AMC. However, all spares/items borrowed by the tenderer for AMC, shall be returned conveniently but not later than the last date of warranty period/end of next quarterly period of AMC respectively. Cost of outstanding spares will be deducted from pending bills/Bank Guarantee / SD by the consignee.
- A. In all cases of plant failure, any other spare part or material necessary to restore the plant to proper working order will be arranged by the tenderer as a part of AMC.
 - B. In case of damage to the machine on account of any external factor, viz. floods, earthquake, fire, arson or sabotage, entire cost of spare parts and material necessary for repair of the plant shall be borne by the Railway. However, the tenderer shall provide services of their engineers free of cost as a part of AMC to restore the plant to working order.
 - C. In case of damage to the plant as mentioned in Para viii (B) any spare parts and material necessary to restore the plant to proper working order shall be arranged by the tenderer and charged on actual basis duly certified by authorized Railway official in the next quarterly bills. The rates charged for such spare parts shall be based upon the spare part rate list provided by tenderer or any other valid document. The tenderer shall furnish documents to support the rates charged for spares used for repair under para viii (B).

4. FACILITIES REQUIRED FOR CARRYING OUT THE ANNUAL MAINTENANCE

- i. Pit wheel lathe will be made available for each scheduled maintenance work on the date mutually agreed in advance down time of the machine is 05 days per quarterly maintenance schedule for carrying out maintenance activities.
- ii Suitable crane to be arranged by firm for carrying out the maintenance work .
- ii. On completion of the maintenance activity In every quarterly maintenance schedule, necessary trial be conducted on Pit wheel lathe by the operator of the Railway using Railway's material, tools and consumable Railway will also provide condemned wheel sets for taking initial trails.

- iii. Necessary permission will be accorded to the contractor's staff for working in the 03 shifts along with the holidays so as to reduce the down time of the Pit wheel lathe.
- iv. Electric Loco Shed / Bilaspur is opened for working ,7 days a week and 365 days a year.(i.e ELS/BSP is always open).

5. INSPECTION

- i. Stage wise daily joint Inspection will be done by Railway's and Contractor's authorized representative. The final Joint inspection note will be prepared after satisfactory trial. All the raw material, tooling and machine operator required for taking out the trails of the machine will be provided by Railway free of cost whenever required.
- ii. The maintenance activities executed in each quarter as per the schedule including the fitment of essential/optional spares required during that schedule will be jointly inspected by Railway's and Contractor's authorized representative for ensuring trouble free performance of the Lathe and the joint inspection note will be prepared.
- iii. After carrying out the work in the every schedule of AMC, the diameter at Pinion End (PE) and Commutation End (CE) of standard wheel will be checked. The standard diameter of wheel should be 100mm +/-0 after turning the wheel. The same should obtained

PREVENTIVE MAINTENANCE SCHEDULE DURING AMC

Sr. No.	TYPE OF PREVENTIVE SCHEDULE	PERIODICITY	ITEMS TO BE CHECKED	ITEMS OF REPLACEMENT	EXPECTED DOWN TIME
1.	Main motors Greasing points will be greased.	Quarterly	Main motors	Grease	Per quarter Expected down time is 4 days
2.	Checking and tightening of all the screws of the electrical connections on the contactors, all type of relays, connectors, push buttons, switches etc. will be done.	Quarterly	All the screws of the electrical connections and all type of relays, connectors, push buttons, switches etc.	--	
3.	The control panel will be cleaned from inside.	Quarterly	Control panel	--	
4.	Wear compensation jibs will be checked and adjusted.	Quarterly	Wear compensation jibs	--	
5.	Cleaning of filter elements of the hydraulic filters will be done.	Quarterly	--	Filter elements if required	
6.	Proper lubrication to all lubricating points will be checked.	Quarterly	All lubricating points	Lub. cartridge if required	
7.	Piping leakages will be attended, wherever required.	Quarterly	Piping	--	
8.	Correct pressure at individual pressure check points on hydraulic and lubrication unit will be checked.	Quarterly	Hydraulic power pack, Headstock manifold block and lubrication unit	--	

Sr. No.	TYPE OF PREVENTIVE SCHEDULE	PERIODICITY	ITEMS TO BE CHECKED	ITEMS OF REPLACEMENT	EXPECTED DOWN TIME
9.	Proper voltage of the power source for CNC will be checked and ensured.	Quarterly	Power supply	--	
10.	All modular cards and devices will be checked for proper clamping and positioning to avoid loose connection and contact drops.	Quarterly	All modular cards and devices.	--	
11.	All limit switches working will be confirmed	Quarterly	Limit switches	--	
12.	Electrical plug in connectors will be checked for proper functioning.	Quarterly	Electrical plug	plug and connectors	
13.	All electrical MCB & MPCB will be checked	Quarterly	All electrical MCB & MPCB	--	
14.	Power contacts of contactors will be checked.	Quarterly	All power contactor	--	
15.	All pressure switch setting will be checked and setting will be done.	Quarterly	Pressure switch	--	
16.	All input / output models of CNC will be checked.	Quarterly	Input / Output models of CNC	--	
17.	Contactors coils will be checked for proper functioning.	Quarterly	Contactors coils	--	

Sr. No.	TYPE OF PREVENTIVE SCHEDULE	PERIODICITY	ITEMS TO BE CHECKED	ITEMS OF REPLACEMENT	EXPECTED DOWN TIME
18.	Tube lights of Control panel will be checked and replaced if required.	Quarterly	Tube lights	Tube light, if required	
19.	Tightening of Lock Piece bolts will be checked	Quarterly	bolts	--	
20.	Tool clamping bolts will be tightened.	Quarterly	Tools and bolts	--	
21.	Filter paper change for filtration unit.	Quarterly	Filtration unit	Filter paper	
22.	Antivirus update	Quarterly	update	Antivirus software, if required	
23.	Winch Brake Setting	Quarterly	Winch Brake	--	
24.	Coupling alignment & gap will be checked	Half yearly	Couplings	--	
25.	Securing and confirming all electrical connections of CNC and PLC with all controls and power field devices.	Half yearly	CNC and PLC	--	
26.	'O' rings of all the hydraulic valve mounting seats will be checked.	Half yearly	--	Circular sealing rings if required.	
27.	All Hydraulic cylinders will be checked for leakages.	Half yearly	All Hydraulic Cylinders	--	
28.	Wiper of all the slides /guideways will be checked and replaced, if required	Half Yearly	Wiper of all the slides /guideways	Wipers, if required	
29.	Checking of lateral support roller will be done.	Yearly	Lateral Assembly	--	

Sr. No.	TYPE OF PREVENTIVE SCHEDULE	PERIODICITY	ITEMS TO BE CHECKED	ITEMS OF REPLACEMENT	EXPECTED DOWN TIME
30.	Cleaning of Lubrication tank and filters of Lubrication units	Yearly	Lubrication tank and filters of Lubrication units	Lubrication oil	
31.	Checking of all interlocks as per the circuit will be carried out.	Yearly	Interlocks	--	
32.	Accumulator Gas filling	Yearly	Accumulator	Gas Filling	
33.	Diameter measuring calibration will be checked on master wheel	Quarterly	Diameter Assembly	--	
34	OGS probe and function will be checked	Quarterly	OGS Assembly	Probe sensor sticker, if required	

GENERAL TERMS & CONDITIONS OF CONTRACT

Tender Notice No.	: TRS-BSP-26-27-ST-HYT-11
Name of Work	: Renewal of Comprehensive Annual Maintenance Contract of CNC Floor Wheel Lathe (BG) Make: M/s HYT Engg. Pvt. Ltd., New Delhi, Sr. No. NGUF-97; Model No. YUL-08M available at Electric Loco Shed, Bilaspur for a Period of 5 Years.
Schedule of Rates	: As detailed in Annexure-I.
Scope of Work	: As per detailed in Annexure-II.
Special Terms and conditions	: As detailed in Annexure-IV.
Consignee	: Sr. Section Engineer (M1), ELS, BILASPUR.

- 1 Tenderer's who will indenting for participating for said work the following condition/ instructions should be read carefully before submission of his tender:
 - 1.1 It must be clearly under stood that all the terms and conditions stipulated under special conditions are binding on the contractor. In all matters of dispute, the decision of the Sr. Divisional Electrical Engineer, Electric Loco Shed S.E.C. Railway, Bilaspur, shall be final.
 - 1.2 The final acceptance of tender shall rest with the competent Railways authority that reserves the right to accept or reject any tender or all tenders without assigning any reason. The validity of the tender will be kept open for 60 days from the date of opening. Contractor/contractors shall agree(s) that all condition stipulated in the tender schedule which forms part of the tender submitted by him/them are acceptable to him/them.
 - 1.3 Railways Administration may terminate the agreement by giving to the contractor 07 days notice without assigning any reason there of and in the event of breach of any condition there in, committed by the contractor in the event of any misconduct on the part of the contractor, it shall be lawful for the Railways Administration to terminate this agreement forthwith without any notice and to forfeit the whole or part of security deposit at his discretion without being liable to the contractor for any loss and damage whatsoever.
 - 1.4 Administration reserves to itself the right to carry on a post payment audit and/or technical examination of the works and the final bill including all supporting vouchers, abstracts etc and to make a claim on the contractor for the refund if any excess payment is paid to him, if as a result of such examination any over payment to him is detected to have been made in respect of any work done or alleged to have been done by him during the contract
 - 1.5 The contractor shall not assign the whole or any part of this contract or allow any person to become interested there in any manner whatsoever without the special permission of Railways Administration. Any breach of this contract is liable for termination of the contract and also renders the contractor liable for payment to the Railways Administration in respect of any loss or damages causing from such termination of contract.
 - 1.6 Notwithstanding anything contained in the agreement, Railways Administration shall be entitled after giving Seven days notice in writing and without assigning any reason whatsoever to terminate this agreement at any time during the tendency thereof.
 - 1.7 Notwithstanding anything contained in this agreement the Railways Administration shall also be entitled to terminate this agreement during the contract period, without notice if the Contractor compounds with his creditors or goes into liquidation.

1.8 In the event of the termination of the agreement the Railways Administration shall have no liability whatsoever to the contractor on account of any loss and or damage which he may suffer on account of such termination by the Railways Administration and this shall be without prejudice to the other rights remedies of the administration. In such an event the reclaimable in the custody of the contractor shall be returned by him within one month from the date of such termination.

2. Earnest Money Deposit/ Bid Security:

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

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering. **The bid security amount is Rs. 4,21,900/-.**
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

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

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

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

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. The original Bank Guarantee should be delivered to Sr.DEE(TRS)/BSP of Electric Loco Shed, Sirgitti, Bilsapur, Pin-495004 (Chhattisgarh) before closing date for submission of bids (i.e. excluding the last date of submission of bids).
- ii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iii. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- iv. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- v. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vi. The envelope shall be addressed to the officer and address as mentioned in above.
- vii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

3. Security Deposit(SD) :

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

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

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract April 2022 or latest.

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

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

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

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

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

4. Performance Guarantee:

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

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, **amounting to 5% of the original contract value and additional Performance Guarantee as per clause 16(4)(h) in any of following form:**

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII

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

2. In case of extension of Date of Completion, Selected surity Bond/Fresh Insurance Surety Bond/Fresh performance Security, in any form as given above, before expiry of existing Insurance Surety Bond. ACS 11 Dt.13.03.2026.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
 - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vii) Deposit in the Post Office Saving Bank;
 - (viii) Deposit in the National Savings Certificates;
 - (ix) Twelve years National Defence Certificates;
 - (x) Ten years Defence Deposits;
 - (xi) National Defence Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i. Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii. Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii. The Contract being determined or rescinded under clause 62 of these conditions.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

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

5 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/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 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

6 Extension Clause:

6.A 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:

- (i) **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.
- (ii) **Extension for Delay not due to Railway or Contractor:** 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 neighbouring 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 endeavours 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.
- (iii) **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 therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause no. 17A of GCC April 2022 or latest as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate 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.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

6B Extension of Time with Liquidated Damages (LD) for delay due to Contractor (As per 17B of GCC April 2022 or latest): 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 17A of GCC APRIL 2022 (WORKS) OR LATEST, 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 (Proforma at Annexure-VII of GCC APRIL 2022 (WORKS) OR LATEST) 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, a sum calculated at the **rate of Liquidated Damages as decided by Engineer between 0.05% to 0.30% of contract value of the work for each week or part of the week.**

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.

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 of GCC April 2022 (Works) Or Latest, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B of GCC

7 Variations In Extent of Contract:

- 7.1 Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
- 7.2 Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- i** Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub-para (iii) below.
 - ii** The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
 - iii** In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:
 - a** Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - b** Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - c** Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender
 - d** Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - d.(i)** Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii)** Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

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

- iv In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- v As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

7.3 Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

8. ARBITRATION:

Firm shall accept revised arbitration clause as approved by Ministry of Railways in view of the promulgation of the arbitration and conciliation ordinance, 1996 and circulated by Railway Board under letter No. 96/CE-I/CT/29, Dated 06-08-97 followed by correction slip No. 4 circulated vide Rly. Board letter No. 96/CE-I/CT/29 (Vol.I), Dt. 05-01-05, as per SECTION-M and any amendment time to time or shall be as per clause no. 64 of latest GCC APRIL 2022 (WORKS) OR Latest.

9 Power of Attorney:

Firm on award of contract, shall submit "Power of Attorney" in favour of the person(s) authorized by the Notary public to execute and sign in agreement, legal and financial documents. Power of Attorney shall be executed on a non-judicial stamp paper of Rs.100/- (Rupees one hundred only) of stamps certified by collector of stamp revenue to the effect of adequacy of stamp value.

10 Authority of Signatory:

Tender form must be submitted by Tenderer along with Valid documents in support of Authority of Signatory in favour of person who signed in tender document. Without valid documents in support of Authority of Signatory tender form may be rejected by Railways.

11 Extension Clause :

If such failures as aforesaid arises from any cause which Railways Administration may admit as being a reasonable ground for extension of time, Sr.DEE/TRS/S.E.C. Rly, BILASPUR may allow such additional time as he may consider to be reasonable for completion of work. Contactor will not be entitled for any compensation. However decision of Sr.DEE/TRS/S.E.C. Rly, BILASPUR in this respect shall be final and binding and shall be applicable of as per GCC april 2022 (works) or latest.

12 AGREEMENT:

Firm on award of contract is required to execute an Agreement on a prescribed format based on accepted terms and condition within 30days from the date of issue of letter of acceptance. Payment against bills shall only be eligible after execution of the Agreement as per GCC-April 2022 or latest.

13 LEGAL CHARGES:

A fee of Rs. 100/- (Rupees one hundred only) per legal document executed before or after execution of the contract will be paid by the contractor for obtaining legal advice in law office. This amount will be received by this office in the form of money receipt issued by any cash counter of S.E.C. Rly. This amount will be deposited under allocation Z-652

14 PRICE VARIATION Clause (PVC): As per GCC April-2022 or latest, Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Therefore price variation clause not applicable for this tender.

15 TERMINATION OF CONTRACT:

Contract will be liable to be cancelled in condition of not started the work/non-execution of work by contractor & also in the case work executed is not up to the desired standard or quality. Repeated unsatisfactory performance in course of run of contract may lead to termination of contract. Railways shall terminate the contract as per terms/conditions of contract by serving a 07days' notice and thereafter 48 hours notice to this effect to the contractor. In case of termination of contract EMD/security deposit of contractor shall be forfeited and PG shall be encashed and shall be applicable of as per GCC April 2022 or latest

16 RIGHT OF RAILWAY TO DEAL WITH TENDERS: The Railway reserves the right of not to invite tenders for any railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

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

17 DEVIATION:

No deviations with respect to tender conditions shall be entertained unless the deviations are in favour of the Railway. In the absence of any such indications the offer shall be taken as confirming to the provisions stipulated in this specification/drawings and booklet.

18 Care in Submission of Tenders:

- A**
- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
 - (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

- B** When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- C** The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- D** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure -V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

19 Documents to be Submitted Along with Tender

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

19.2 Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

- (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) GCC april 2022 (works) or latest.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) GCC april 2022 (works) or latest.

(c) Partnership Firm:

- (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet) GCC April 2022 (works) or latest.

(d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) GCC April 2022 (works) or latest.

(e) Company registered under Companies Act. 2013:

- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

- (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) GCC April 2022 (works) or latest-2022.

(f) LLP (Limited Liability Partnership):

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) APRIL 2022 (WORKS) OR LATEST.

(g) Registered Society & Registered Trust:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) GCC April 2022 (works) or latest.

19.3 If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

19.4 After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

19.5 A tender from JV shall be considered only where permissible as per the tender conditions.

19.6 The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

20 CLAIMS:

20.1 **Quarterly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.

20.2 Signing of "No Claim" Certificate: The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

21. Bill passing and paying officer:

The firm shall submit the joint inspection report, Guarantee Certificate, Challan and GST certificate along with the bills to the office of Sr.DEE/TRS/Bilaspur, S.E.C. Railway, which will be verified & forwarded to Sr.DFM/BSP, SEC Railway for arranging payment

22. EPF/ESIC:-

a) Minimum wages act-1948 shall be complied by the Tenderer(s) and wages to the employee engaged by him shall be paid as per rate defined by Chief Labour Commissioner (C) New Delhi time to time accordingly during contract/extended period.

The quoted rate shall not be less than the minimum wages fixed/notified by Chief Labour Commissioner (C) New Delhi at the date of Opening of Bid and the quoted rate shall include all statutory obligations. Bids not complying the same would be summarily rejected.

b) Contribution towards Employee Provident Fund (EPF) Act-1952 and Employee State Insurance (ESI)-1948 of the employee has to be made by the contractor as per prevailing rate or rate applicable at the time during entire contract period/extended period on payable amount against daily/monthly wages of the employee. Amount payable against contributions of **EPF & ESI** will be solely borne by the contractor, railway will not be reimburse any such contributions amount.

c) Rate quoted shall be inclusive of all taxes and levies including contributions of EPF & ESI of the employee, contractor's profits, expenditure to full fill the contract condition or any such taxes enforced by the Railway, state/central government or labour ministry time to time

It is the sole responsibility of contractor to pay the EPF/ESIC to the labour engaged by Him/her. The challan of the same to be submitted with the bill for passing.

23 Shramikkalyan portal :-

(i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions 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 in Portal shall be done as under:

(a) 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.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue GCC April 2022 89 of any LoA for approval of concerned Engineer. Engineer shall update (if required)

and approve the details of LoA filled by contractor within 7 days of receipt of such request.

- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year."

- 24 Negotiation:** The Accepting authority reserves the right to enter into negotiation with tenderer before acceptance of the tender regarding rates, scope of work or terms & conditions.
- 25 Make in India Policy:** This tender complies with policy of Public Procurement (Preference to Make in India), Order 2017 issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, circulated vide Railway Board's letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017. Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders
- 26 General conditions of contract-April 2022 or latest will prevail wherever not specified otherwise.**
- 27 Where specific details are not specified under the penalty clause, Special condition of contract, Technical specification, scope of work etc., the decision of Sr.DEE(TRS)/BSP shall be final and binding on the contractor.**

SPECIAL CONDITION OF CONTRACT**Tender No. :** TRS-BSP-26-27-ST-HYT-11**Name of work:** - Renewal of Comprehensive Annual Maintenance Contract of CNC Floor Wheel Lathe (BG) Make: M/s HYT Engg. Pvt. Ltd., New Delhi, Sr. No. NGUF-97; Model No. YUL-08M available at Electric Loco Shed, Bilaspur for a Period of 5 Years.

The following Special Conditions shall supplement and be read together with the General Conditions of Contract (GCC) (GCC-April 2022) of Indian Railway and the extant orders along with the amendments / Correction Slips, if any, issued by the Government of India, Ministry of Railways (Railway Board) from time to time. The GCC with 11 correction slips is available on website <https://indianrailways.gov.in/> Ministry of Railways Railway Board About Indian Railways Railway board Directors Civil Engineering IR General condition of contracts IR General Condition of Contracts 2022.

The Contractors are advised to go in details before quoting the rates. If any of these special conditions stipulated hereunder are found to be contradictory to that specified elsewhere in the tender documents, it should be understood that the conditions stipulated hereunder shall prevail over and above that specified elsewhere.

1. SCOPE OF WORK: Annexure-II**2. SCHEDULE QUANTITY: Annexure-I****3. CONTRACT PERIOD:**

- i. The contract period is of 05 years from the date of 1st visit for AMC at Electric loco Shed, Bilaspur, by firm. Annual maintenance contract will consist of 20 quarterly maintenance schedules.
- ii. The 1st visit for the AMC schedule shall be made within 01 month from the date of LOA issued from this office.
- iii. The under floor wheel lathe machine will be handed over to the contract for carrying out the maintenance schedule and contract will complete the schedule maintenance work in five days. Contractor's staff will be allowed to work on machine in three shifts. For working in night, a prior permission of Sr. DEE/TRS/BSP/SECR, will have to be obtained.

4. TRANSPORT:

The entire to & fro cost of transportation done during the execution of work shall be borne by the contractor. The to and fro cost of transportation done during warranty period for rectification of defects will also be borne by contractor. The price shall cover the entire cost of transportation as stated above.

5. LIABILITY FOR THE COST OF LABORATORY TEST:

In the event of rejection of raw material by the Inspector in consequence of the sample there of, which is removed to the laboratory or other place of test being found not in conformity with the contract or in the failure of the contractor for any reason to deliver the raw material passed on tests with in the stipulated period of the contract the inspector shall in his sole Integument be entitled to remove for test and examination all or any part of the ordered works manufactured/repared by the contractor to any premise other than his (contractor's) & in shall bear the cost of carrying out such tests elsewhere. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar works.

- 6. PRICE SCHEDULE:** When entering the prices in the schedule of rates the tenderer shall comply with the following requirements:

- i) The rates shall be firm, consolidated and not subject to any fluctuation.
- ii) **GST Implementation:** If there is any statutory change in GST, the same will be applicable as per the extent rule during the currency of contract. The firm will bring out the changes to the notice of Railway Authorities along with the relevant documents.
Tenderer(s) are advised to take into account the financial implications of these stipulations before quoting the rates.

7. PRICE VARIATION: Price variation clause (PVC) shall not be applicable to this work. (Rly.Bd.'s letter no. 2013/CE-I/CT/O/10/PVC/Pt-I, 27.01.2015)

8. PAYMENT TERMS

- i. Normally quarterly payment @25% of the annual quoted rates under AMC will be made to the tenderer within 30 days from the end of that quarter subject to submission of the following documents by the tenderer to the paying authority assigned by the consignee.
 - a) Consignee's certificate for all the work done as per Performa 'A' with calculation of down time and penalty applicable.
 - b) A certificate by consignee that no spare part is due with tenderer as clause.
 - c) Bills submitted by tenderer & accepted by consignee.
 - d) Report of Shramik kalyan portal
- ii. Payment shall be done EFT/NEFT method wherever possible. The renderers have to furnish their bank account number, name of bank & branch and the bank's specific MICR code number.

9. EXECUTING OFFICER , BILL PAYING OFFICER and Consignee:

Sr.DEE (TRS) / Electric Loco Shed / Bilaspur / SECR shall be Executing Officer/Bill Passing Officer; Sr.DFM/BSP/SECR shall be Bill Paying Officer and SSE/TRS/BSP will be consignee.

10. SECURITY DEPOSIT & PERFORMANCE GUARANTEE:

- i. The Security Deposit & Performance Guarantee shall be as per paras laid down in the GCC, April 2022. The format for Submission of PG in the form of Bank Guarantee Bond is given in annexure VI. The PG shall be in the name of PFA/SECR/BILASPUR and submitted to ELS/Bilaspur.
- ii. The Security Deposit comprising of amount deposited towards EMD & converted as part of SD and the balance amount deducted from the Contractor's bill will be refunded only after passing of final bill and successful completion of warranty period.
- iii. The performance guarantee will be released only after physical completion of work.

11. DEVIATION

No deviation with respect to tender conditions shall be entertained unless the deviations are in favor of Railway. The decision of Sr. DEE /TRS / BSP / SECR, will be final.

12. PENALTY

- i) The machine shall at all times give contractual out-put and accuracy. Any deficiency or break down for a total of **02 hr.** or more for a day would be treated as failure for the day, for the purpose of extending warranty period in terms of NIT.
- ii) The tenderer shall ensure that in case a failure is reported by a consignee qualified service engineers shall visit the site within **24 hours** from the time of complaint. The period of **1 (one) days** (excluding date of complaint) after the failure reported shall be treated as grace period, which will not count towards breakdown time for up to one failure per month and a maximum of 3 failures per quarter. In case the number of failure exceeds one failure per month or three during any quarter of warranty,

grace period of only **1 day** will be permissible for such additional failure. Complaints shall be lodged by consignee by fax phone, e-mail or per bearer at address given by the tenderer.

- iii) The details of preventive maintenance to be provided during warranty period shall be indicated by the tenderer giving details of type of preventive schedule, periodicity on items to be checked, items to be replaced and expected plant down time. Preventive maintenance schedules shall be conducted on weekends as far as possible or any other day through mutual agreement with consignees. Released parts against replacement may be handed over to contractor. Total breakdown hours shall be calculated after discounting grace period and preventive maintenance period.
- iv) Maximum permissible down time till it is restored back to the contractual output and accuracy levels, in any quarter of the year during the warranty period, shall be 150 hrs. In case the total breakdown period in any one of years during warranty period, exceeds 500 hrs., the consignee shall inform the same to Sr. DEE/TRS/BSP/SECR to ensure this a record of breakdown (duly signed by shop incharge) in hours on quarterly basis should be maintained by the consignee and joint report with the contractor shall be made for each breakdown attention. At the end of first and second year of warranty, these details of breakdown hours during warranty period should be advised to Sr. DEE/TRS/BSP/SECR as per performance appraisal report given in Annexure - E of section -VI. The firm will then request Finance/Railway for release of WBG annexing the performance appraisal report as per Annexure-E of Section-VI and the breakdown details mentioned above.
- Penalty will be levied on the bidder for breakdown period on working days basis (excluding holidays) after discounting for the grace period. Penalty will be calculated as percentage of annual preventive maintenance charges and will be deducted from the respective annual payments as under

<u>Sr. no.</u>	<u>Breakdown period</u>	<u>Applicable Penalty</u>
1	Up to 150 hours in each quarter and not exceeding 500 hours annually	Nil
2	Exceeding 150 hours – up to 200 hours in any quarter and not exceeding 500 hrs annually.	7% of annual preventive maintenance charges
3	Exceeding 500 hours – up to 750 hours in any quarter.	15% of annual preventive maintenance charges
4	Exceeding 750 hours – up to 1000 hours in any quarter.	25% of annual preventive maintenance charges
5	Exceeding 1000 hours annually	50% of annual preventive maintenance charges and encashment of Warranty Bank Guarantee besides other action like noting adverse performance of the bidder and /or agent for future tenders and their offer in the subsequent tender will not be considered for placement of any order.

Note: The calculation of penalty and net AMC charges payable to contractors shall be calculated as per given in Proforma-A

- v) **PENALTY FOR DELAY IN ATTENDING THE BREAK DOWN:** Firm has to attend break down repairs on call from the executing officer. There will be no upper limit of unscheduled calls. The calls must be attended within three days from date of intimation. If firm do not attend within this stipulated period a penalty of Rs.2,000/- (Rupee Two

Thousand only) per day will be imposed and will be deducted from firm's bill/security deposit for the period beyond three days.

13. For Communication

Contractor has to submit minimum 2 nos. of email-id valid for 6 years; 02 nos. of mobile number (with Whatsapp mobile application installed in it) with name and designation of the contact person & 01 no. of Land Line Number, for emergency contact in case of any breakdown. Communication by any means will be taken as record for intimation.

14. WARRANTY

- i. The machine will be guaranteed for smooth working till the next quarterly schedule maintenance i.e. for the period of three months. Any break down of the machine during this period shall be attended by the contractor free of cost within 3 days after receipt of intimation in writing. Delay due to unforeseen reason may be considered.
- ii. Any spare replaced has to be guaranteed for a period of 18 months or AMC period whichever is later. If any spare parts fail during guarantee period, the same shall be replaced by the contractor free of cost.
- iii. If any defect/failure noticed during the guarantee period, contractor will rectify the defect/failure free of cost. During the guarantee period all the to and fro transportation charges will be borne by the contractor and Railway will not pay any additional amount in this regard. If contractor fails to arrange rectification of defect noticed during the guarantee period, the Railway shall have full liberty to get rectification done from Railway workshop or outside agency. And in such cases the rectification charges shall be recovered from the security deposit/ final outstanding bills with Railway or other Zonal Railway including CLW/CRJ.
- iv. Contractor will be fully responsible for smooth operation/running of machine.

15. RELEASED MATERIAL:

All the released materials shall be returned to the Railway and the same will be retained by Railway.

16. SAFE CUSTODY OF MATERIALS: The responsibility for safe custody of contractor's materials, tools etc. shall be of the contractor.

17. OBSERVANCE OF SAFETY RULES: It will be the responsibility of the contractor to ensure that all his workmen observe industrial safety rules, procedures, methods, practices etc. Contractor's men while working in the Railway premises shall take all the safety precautions to prevent any accident. The Railways shall not be liable for any accidents, injuries etc. to his workmen. The contractor will provide his men the protective gear for welding such as welding screen, protective glasses, shoes, helmet, dress, Id card etc. on his own cost. Disregard of protective gears shall be viewed seriously and penalty of Rs 2000/- per incidence shall be imposed. The decision of Sr. DEE/TRS/BSP shall be final and binding upon the contractor. The contractor shall be fully responsible for any mishaps, loss, damages caused by his men during the working either to his men or to Railway property. The Railway reserves all the rights for recovery of appropriate amounts from contractor's bill/security deposit to compensate such losses as per the provision contained in the GCC.

18. DAMAGE TO RAILWAY PROPERTY: The contractor shall ensure that all the locomotives equipments, fittings, parts are well protected and do not suffer any damages during the course of the work or afterwards as a result of his work.

The contractor shall be liable to pay for direct losses, damages caused to the Railways by him or his workmen knowingly/unknowingly while they are in Railway premises working or not working. The amount shall be determined by the controlling officer of the respective unit as per the provisions contained in GCC.

19. GENERAL:

- (i) No claim for idle labour and or idle machinery etc on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.
- (ii) It will be the responsibility of the Contractor to ensure that all his workmen observe industrial safety rules, procedures, methods, practices etc. Railway will not be responsible for any accident (fatal or non-fatal) or injury minor/major to the personnel of contractor or the financial implication arising there from.
- (iii) In case of injury/ death of Contractor staff, no claim of compensation will be entertained by the Railway.
- (iv) Railway will not provide any type of transport to Contractor for bringing his staff on duty.
- (v) All disputes, differences, arising in connection with this contract if concluded shall be subject to the exclusive jurisdiction of Bilaspur court.
- (vi) No relative of any of the Railway employee working in Electric Loco Shed /BSP shall be deployed by the contractor and a declaration to this effect should be given by contractor before starting of the contract.
- (vii) During duty hours, your staff on duty should not consume any liquor or any intoxication. In case if it is noticed that they are under influence of liquor or intoxication, guilty of moral turpitude, penalty of Rs. 1000/- per person per incident will be imposed and the person will not be deputed to work further.
- (viii) Any extra payment required to be made by the agency to its employees on account of overtime etc or due to any other reasons, the agency shall not be entitled to claim any additional payment from the Railway & would pay the same themselves.
- (ix) In case of theft/ pilferage or any other loss caused to Railways due to negligence or improper discharge of duties by your staff you will have to make good all kinds of losses to railways.

20. SPECIAL CONDITIONS FOR ISSUE OF IDENTITY CARDS BY CONTRACTOR:

- i) The contractor is bound to issue the Identity Card to each and every staff deployed for execution of the contractual work at his cost and it has to be certified by Railway. The prescribed format will be given with Letter of Acceptance. Failure on part of contractor to issue identity cards to his employees will be treated as breach of contract conditions and therefore will be dealt as per GCC.
- ii) It is mandatory on the part of every staff deployed by contractor to keep identity card in his possession issued by contractor throughout the execution of work. Failure to do so will be treated as unauthorized presence in the Railway premises.
- iii) It is mandatory for contractor to submit the list of employees deployed for execution of contract, to Railway at site before commencement of the work and also for any subsequent changes made during the execution of work.
- iv) Original identity cards shall be surrendered to Railway after completion of entire work and before passing of final bill. Also, in case contractor's employee at ELS leaves the job, his original identity card shall be surrendered to Railway immediately. If original Identity card of any of his employee is lost during the currency of contract, FIR copy for the same shall be submitted to Railway immediately.
- v) No claim what so ever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible

Proforma of Identity Card

IDENTITY CARD **For Railways Contractors Staff**

Name of Contractor:



- 1) I-card Sr. No. :
- 2) Name of the establishment:
- 3) Name of the employee :
- 4) Address :
- 5) Age :
- 6) Sex. :
- 7) Date of entry in service :
- 8) Designation/Nature of work:
- 9) Department:

(Signature of contractor on
the photograph with his seal)

Validity date of I/Card:

Signature of the Employee

Note:

- i) No employment in railways or No any other benefits of railway staff shall be claimed on the basis of Identity card issued to during the work or after the completion of work by contractor.
- ii) After the expiry of validity, the used I/card shall not be allowed.
- iii) If the contract needs to extended. Then I-card shall also be extended, contractor shall present such cards to executing agency.

- 21. Conservancy Cess:** The contractor is liable to pay conservancy cess charges. (Ref : Annexure to Board's Letter No. F(X)I-95/1/1 Dated:07.09.2021). The following Rate of recovery of Conservancy cess charges will be applicable.

Description of Railway contract	Average no. of Labours or workman employed per day	Conservancy Cess charges to recovered per month
Engineering work contractor (Electrical, Mechanical, Signal etc.)	1 to 5	Rs. 159/-
	6 to 10	Rs. 312/-
	11 to 25	Rs. 785/-

22. USE OF CONTRACTORS VEHICLES & EQUIPMENTS FOR DISASTER MANAGEMENT:

Railway reserves the right to draft in vehicles and equipments of Contractor in case of accidents/ natural calamities involving human lives. For payment purpose, the item may be operated as a Non-Schedule item as per existing norms.

Performa -A

Consignee's Certificate for Quarterly Work Done under AMC

1. **Name of plants :**
2. **Consignee :**
3. **LOA No.:**
4. **Name of contractor:**
5. **Quarterly charges for AMC (Standard)** Rs. _____
6. **Quarterly for which bills are preferred from** _____ **to** _____
7. **No. of breakdowns during the quarter** _____
8. **Calculation of penalty and net AMC charges payable to contractor for the quarter**
 - i. Total plants down time (in days):
 - ii. Standard down days for preventive maintenance (in days/quarter)
 - iii. Total grace period for breakdown
 - iv. Net down time for the plant $[(i) - \{(ii) + (iii)\}]$
 - v. 100% Availability for the quarter (in days)
 - vi. Actual availability $[(v) - (iv)]$
Actual availability in %age $[\{(vi) / (v)\} \times 100]$
 - vii. Calculation of penalty:
 - a. %age availability below 90% to 80%:
 - b. %age availability below 80%:
 - c. penalty $[\{(vii\ a) \times (5) \times 0.01]$
 - viii. Net amount payable as AMC charges to $[(5) - (vii\ c)]$

It is certified that all spares borrowed by the contractor for the previous quarter have been returned in good condition.

Signature of authorized Representative of consignee

(This certificate is to be given by attorney/authority 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 Railway 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 competent authority is enclosed).

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM /CONSTITUENT PARTNER

Place:
Date:

GUARANTEE BOND

To,
The President of India,
 Acting through FA&CAO,
 South East Central Railway,
 BILASPUR.

The consideration of the President of India (here in after called "The Government", having agreed to exempt _____ (herein after called "The said Contractor(s) from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We _____ (hereinafter referred as "the bank" indicate the name of the bank at the request of _____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions in the said Agreement.

We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage cause to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee; however our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the contractor(s) suppliers in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being obsolete and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

We _____ (indicate the name of 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 of by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department) ministry of _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

We _____ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without out consent and without affecting in any manner out obligations hereunder to vary any of the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from out liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or commission of the part of the Government of any indulgence by the Government to the low relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor(s)/Supplier(s).

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

Dated the _____ day of _____ 20____

For (indicate the name of Bank)

(Revised model form of Bank Guarantee Bond)

(To be executed in Non Judicial Stamp Paper)

INDEMNITY BOND

To,
The President of India,
Acting through FA & CAO,
South East Central Railway,
BILASPUR.

KNOWN ALL MEN BY these presents that we, Messers _____ a company incorporated under the Indian Companies Act. having our registered office at _____ and carrying on trade and business at _____, District _____ in the state of _____ (hereinafter called the obliger) are held firmly bond upto the President of India (hereinafter called the South East Central Railway, Administration) in the sum of Rs. _____ (Rupees _____ only) to be paid in Bilaspur to the S.E.C. Railway Administration for which we hereby find ourselves for the whole our and each and every of our Executors. Administrators representatives and assigns upto the S.E.C. Railway Administration firmly by these present date this _____ day of Two thousand Fifteen.

Whereas the obliger has received the materials as per schedule below from the Chief Electrical Engineer of the S.E.C. Railway Administration for the purpose of _____ for which an order No. _____ dated _____ has been placed with the obliger by the Chief Electrical Engineer of the S.E.C. Railway Administration and has entrusted the obliger with the said materials as per schedule below on condition that the obliger shall be entirely responsible for the safe custody and protection of the materials as per schedule against all risks till they are delivered dully _____ fit to be put into service and shall Indemnify the S.E.C. Railway Administration against any loss, damage or deterioration whatsoever in respect of the said material while the obliger's custody and possession and against disposal of surplus materials and the said materials shall at all times be open to inspection by an officer authorised by the S.E.C. Railway.

AND further conditions of the above written bond or obligation are such that, should any loss, damage or deterioration of materials occur, the S.E.C. Railway Administration shall be entitled to recover from the obliger full cost of the materials valued at Rs. _____ (Rupees _____ only) as stated without any prejudice to any other remedies by reduction from any sum due or any sum which at any time hereafter becomes due to obliger under the above order and/or contract or any other contract and if the obliger shall at all times hereafter pay or refund to the S.E.C. Railway Administration the said sum of Rs. _____ (Rupees _____ only) together with all costs, charges, expenses and interests and shall otherwise indemnify and save harmless and kept indemnified the S. E. C. Railway Administration on account of the aforesaid entrustment of materials of the S.E.C. Railway Administration as per schedule to the obliger.

THEN IN SUCH case the above written bond of obligation shall be void and of no effect, otherwise the same shall be and remain in full force and virtue.

SCHEDULE OF MATERIAL

Nos. _____ (_____Numbers)

Signature and Designation
of Authorised Representative
of the contractor

Signed, sealed and delivered at _____

In the presence of:

Witness: _____

Address: _____

(Bid Security)

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

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:**Date:-----**

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....[*insert date of issue*]till[*insert date, which should be minimum 90 days beyond the expiry of validity of Bid*].

Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

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

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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