

आरआर/पीआर/डब्लूसी/2163/2025-26/133  
RR/PR/WC/2163/2025-26/133



**मध्य रेल**  
**CENTRAL RAILWAY**

यांत्रिक विभाग  
**MECHANICAL DEPARTMENT**

**TENDER DOCUMENT**  
**WORKS TENDER**  
**(As per GCC (Works), 2022)**  
**FOR**  
**SINGLE TENDER**  
**“SINGLE PACKET SYSTEM”**

**Registered Office: -**  
**M/s. Modsonic Instruments Manufacturing**  
**Company Private Limited**  
**(IREPS ID - 2479)**

**मुख्य कारखाना प्रबंधक कार्यालय,**  
**सवारी डिब्बा कारखाना,**  
**माटुंगा, मुंबई - 400 019.**

**OFFICE OF THE CHIEF WORKSHOP**  
**MANAGER,**  
**CARRIAGE WORKSHOP, CENTRAL RAILWAY,**  
**MATUNGA, MUMBAI - 400 019.**



## **TENDER DOCUMENT**

1.	E-Tender Notice No.	:	RR/PR/WC/2163/2025-26/133
2.	Name of work	:	Repair/AMC of Digital Ultrasonic Flaw Detectors.
3.	Estimated Cost	:	₹ 13,04,000/-
4.	Quantity	:	As per rate schedule
5.	Completion period	:	24 Months
6.	Bid Security	:	₹ 26,100/-
7.	Date & Time of Closing Tender	:	06/07/2026, 12:00 hrs.
8.	Cost of Tender Form	:	NIL.
9.	Validity of offer	:	60 Days.
10.	Issued by	:	Dy. Chief Mechanical Engineer-I, Carriage Repair Workshop, Central Railway, Matunga.

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**START OF TENDER DOCUMENT**

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**Part I: Terms & Conditions of Tendering**

1. **Eligibility Criteria:** [As per Clause No. 10 of GCC] (Applicable for open tenders of estimated value of above Rs. 50 Lakhs). Tenderer(s) have to satisfy the following minimum eligibility criterion:

**1.1 Technical Eligibility Criteria\*: -**

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

**Note:** Refer proforma attached in tender document at Annexure- A1 & Annexure A3. In case of JV firm (refer Para 21.15 of Part I for Credentials & Qualifying Criteria).

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), 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:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

**Note for b (1):** Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

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**Note:** for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

**Note for Item (1.1):**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

**1.2 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- VI(B)**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

**NOTE: In case of JV firm (refer Para 21.15 of Part I for Credentials & Qualifying Criteria).**

**1.3 Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of Standard GCC 2022. (Applicable for works costing more than Rs.10 Crore or as prescribed by Railway)

**1.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.**

**1.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:**

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

**[Explanation for Para 1 of the Tender Form (Second Sheet) including Para 1a to 1e - Eligibility Criteria]:**

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1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

*In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*
5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 1a Para 1 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$ . For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*

11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of an in-propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

2. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender. **Non-compliance with any of the conditions set forth therein below is liable to result in the tender being rejected.**

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. 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 than Company/Proprietary firm, Annexure —V(A) shall also be submitted by 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 a copy of certificate.** 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 thereunder.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to two years.  
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit

available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.

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

**3. CERTIFICATE:**

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 at **Annexure-V** OR Bidders shall confirm and certify on the behalf of the tenderer including its constituents for all contents of Annexure-V in IREPS offer as incorporated in NIT by CRIS on IREPS. **In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure- V(A) shall also be submitted by 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.

- 4. Price Variation Clause (PVC):** This will be applicable as per Clause No. 46(A) of Standard General Conditions of Contract, 2022 or latest. PVC formula as per '9. Any Other Works not covered in Classification 1 to 8' for labour component only as per Clause No. 46(A) (1) of GCC, works 2022 and correction slip no.1 dt. 14.07.2022 duly vetted by Finance/MTN.

**4.1 Applicability:** Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores. Only labour component will be considered for Price Variation Clause (PVC).** Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation):

- Materials supplied by Railway to the Contractors, either free or at fixed rate;
- Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

**4.2 Base Month:** The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

**4.3 Validity:**

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

**4.4** Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

**4.5** No price variation shall be admissible for fixed components.

**4.6** The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

**(I). For Civil Engineering Works**

SN	Components	Classification	9A
1	Fixed *	*	15
2	Labour	L <sub>c</sub>	20
3	Steel *	S <sub>c</sub> *	0
4	Cement *	C <sub>c</sub> *	0
5	Plant Machinery & Spares *	PM <sub>c</sub> *	30
6	Fuel & Lubricants *	F <sub>c</sub> *	15
7	Other materials *	M <sub>c</sub> *	20
8	Detonators & Explosive *	E <sub>c</sub> *	0
Total			100
* It shall not be considered for any price variation & only labour component will be considered for price variation.			

The classification mentioned in the table above represents following type of item(s) in the work(s) –

**9 Any Other Works not covered in Classification 1 to 8**

**9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E**

9B Item(s) for supply of Steel

9C Item(s) for supply of Cement or/and Grout

9D Item(s) for Fabrication & Erection of Structures including supply of Steel

9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

**4.7 Formulae:** The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

$$(i) \quad L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$(ii) \quad M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$

$$(iii) \quad F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$(iv) \quad E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$(v) \quad PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PMC}{PM_B \times 100}$$

$$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

$$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

Where,

**L Amount of price variation in Labour**

M Amount of price variation in Materials

F Amount of price variation in Fuel

E Amount of price variation in Explosives

PM Amount of price variation in Plant, Machinery and Spares

S Amount of price variation in Steel Supply Item

C Amount of price variation in Cement Supply Item

T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)

R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)

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N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L <sub>C</sub>	% of Labour Component in the item(s)
M <sub>C</sub>	% of Material Component in the item(s)
F <sub>C</sub>	% of Fuel Component in the item(s)
E <sub>C</sub>	% of Explosive Component in the item(s)
PM <sub>C</sub>	% of Plant, Machinery and Spares Component in the item(s)
S <sub>C</sub>	% of Steel Supply item Component in the item(s)
C <sub>C</sub>	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W <sub>S</sub> or/and W <sub>C</sub> or/and W <sub>SF</sub> or/and W <sub>F</sub> or/and W <sub>SFL</sub> or/and W <sub>FL</sub> and cost of materials supplied by Railway either free or at fixed rate,
W <sub>S</sub>	Gross value of work done by Contractor for item(s) of supply of steel.
W <sub>C</sub>	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W <sub>SF</sub>	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W <sub>F</sub>	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W <sub>SFL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W <sub>FL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L <sub>B</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L <sub>Q</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M <sub>B</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M <sub>Q</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F <sub>B</sub>	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F <sub>Q</sub>	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E <sub>B</sub>	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E <sub>Q</sub>	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.

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PM <sub>B</sub>	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM <sub>Q</sub>	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S <sub>B</sub>	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S <sub>Q</sub>	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C <sub>B</sub>	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C <sub>Q</sub>	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R <sub>T</sub>	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R <sub>O</sub>	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P <sub>T</sub>	IEEMA price index for copper wire rods for the month which is two months prior to date of inspection of material.
P <sub>O</sub>	IEEMA price index for copper wire rods for the month which is one month prior to date of opening of tender.
Z <sub>T</sub>	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z <sub>O</sub>	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I <sub>T</sub>	RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
I <sub>O</sub>	RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender

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

**6. Bid Security:**

- (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.
- (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. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

(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.
- ii. **The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the date of submission of bids).**
- iii. 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.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. 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
- vi. 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.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. 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.

#### **7. Security Deposit and Performance Guarantee:**

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

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

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

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

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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.

**(2) (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.

**(2) (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)** 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**

The procedure for obtaining Performance Guarantee is outlined below:

- a) 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 up to 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 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> 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) amounting to 5% of the original contract value and Additional performance guarantee as per clause 16(4)(h) of GCC 2022 of correction slip 11 in any of the following forms**
  - 1 A deposit of Cash;
  - 2 Irrevocable Bank Guarantee (The Bank Guarantee bond for performance guarantee shall be as per **Annexure- G**);
  - 3 Insurance Surety Bond as per Annexure-XVII. **Note: In case of extension of Date of completion selected bidder needs to submit extended Insurance surety Bond/Fresh Insurance Surety Bond/Fresh Performance security, in any form as given above, before expiry of existing Insurance Surety Bond.**
  - 4 Government Securities including State Loan Bonds at 5% below the market value;
  - 5 Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - 6 Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - 7 Deposit in the Post Office Saving Bank;
  - 8 Deposit in the National Savings Certificates;
  - 9 Twelve years National Defense Certificates;
  - 10 Ten years Defense Deposits;
  - 11 National Defense Bonds and
  - 12 Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favor of FA&CAO (free from any encumbrance) may be accepted.

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- (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 up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (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 guarantee 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%

**8. Constitution of Firm and documents to be submitted thereof:**

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

(ii) Following documents shall be submitted by the tenderer:

**(a) Sole Proprietorship Firm:**

(i) All documents in terms of Para 1 of the Tender Form (Second Sheet) above.

**(b) HUF:**

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii) All other documents in terms of Para 1 of the Tender Form (Second Sheet) above.

**(c) Partnership Firm:**

(i) All documents as mentioned in para 1 of the Tender Form (Second Sheet).

a. **Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet) of GCC. **"Joint Venture Firms" shall be applicable to the tenders of value more than Rs.10 Crore.**

***(Authority - Railway Board's letter no. 2002/CE-I/CT/37 JV Pt. VIII dt.14/12/2012 or latest).***

**(d) 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

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- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor 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 1 of the Tender Form (Second Sheet) above.

**(e) 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 favor 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 1 of the Tender Form (Second Sheet).

**(f) 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 favor 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 1 of the Tender Form (Second Sheet) above.

(iii) 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.

(iv) 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.

(v) A tender from JV shall be considered only where permissible as per the tender conditions.

(vi) 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.

9. The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

*Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

**10. Legal charges:** A fee of Rs.200/-per legal document like partnership deed or power of attorney executed before or after the execution of the contract, will be recovered from the contractor for obtaining legal Advice in the Law Officer.

**11. Effect and validity of offer:** The offer shall be kept valid for a minimum period of 60 calendar days (in case of two packet system of tendering 90 days) from the date of opening of tender, within which the tenderer will not be entitled to rescind or withdraw his offer. Notwithstanding this if the tenderer rescinds his offer within the period stipulated above, the earnest money deposited by him along with the tender shall be liable for forfeiture and in that case the tenderer shall have no further claim on the amount deposited by him as earnest money.

**12. 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.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (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.

**13. Two Packets System of Tendering: Not applicable in this tender. 'Two packet System' shall be followed for tenders valuing more than Rs.10 Crs.** with a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

**14. Inspection of site before tendering:**

The Tenderers are advised in their own interest to visit/examine all the sites of works and surroundings, availability of working space and its constraints, availability of all materials and labour including water for the work before submission of their bid/offer. They may obtain, for themselves on their own all the relevant information that is necessary for preparation of bid/offer and entering into the contract. The cost of visiting the sites shall be borne by the Tenderers.

Railway will provide necessary guidance to enable Tenderers to reach the sites and inspect the sites for their work. However, Railway will not be held responsible for any loss or damage to property, personal injury to the agent or staff of the Tenderer or costs and expenditure incurred as result of such visits.

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Proforma for **declaration of site visit** shall be duly filled and signed for having gained sufficient knowledge regarding site conditions. Proforma has been attached in this tender booklet as **Annexure-C1**.

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 work are taken into account and that the "percentage/rates he enters in the "Tender Forms" is/are adequate and all-inclusive to accord with the provision in Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the engineer. No other claim shall be entertained such as regarding approaches/approach road in and outside Railway land and Contractor/s will bear entire expenses such as road taxes, payment for right of way etc. to outsiders and for constructions of approaches/approach road etc.

When work is tendered for by a firm or company of Contractors the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

15. 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 charged to the Contractor.
16. There should be no discrepancy in rates quoted both in words and figures. In such an eventuality, the rates quoted in figures will be considered for evaluation of the offer.
17. 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 General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.
18. The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of Partnership Deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. When work is tendered for a firm or company of contractors, the individual legally authorized to enter into commitments on their behalf shall sign the tender.
19. 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.
20. The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

**21. JOINT VENTURE (JV) IN WORKS TENDERS -**

Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same. **Not applicable for this tender (Refer para 8(c)(i)(a) above for applicability).**

**21.1** Separate identity/name shall be given to the Joint Venture.

**21.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of JV with

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foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

**21.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

**21.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

**21.5 Bid Security shall be submitted by JV or authorized person of JV either as:**

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

**21.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

**21.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

**21.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

**21.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

**21.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

**21.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

**21.11.1** Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

**21.11.2** Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

**21.11.3** Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

**21.12** Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

**21.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said

tender/contract.

**21.14 Documents to be enclosed by the JV along with the tender:**

**21.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favor of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

**21.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit 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.

**21.14.3** In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

**21.14.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favor of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) 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. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

**21.14.5** In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favor of the individual to sign the tender documents and create liability against the Society/Trust.

**21.14.6 All other documents in terms of Para 1 of the Tender Form above.**

**21.15 Credentials & Qualifying Criteria:** Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

**21.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):**

(a) For Works without composite components

The technical eligibility for the work as per para 1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 1.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 1.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 1.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

*Note for Para 17.15.1:*

a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.

b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

#### **21.15.2 Financial Eligibility Criteria**

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

#### **22. Employment/Partnership etc. of Retired Railway Employees:**

(a) Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

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the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

**Note: - If information as required as per 19. (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.**

- 23. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement **within seven days of notice from Railways** that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re tender for that work.
- 24. Contract Executive Engineer: -**  
AWM/ MTN, Dy. CME/MTN is the nominated executive Engineer for this work. After award of the contract, firm shall approach to AWM/MTN, Dy. CME/MTN to get necessary instruction for the commencement of work. AWM/MTN, Dy. CME/MTN is the nominated Executive Engineer for this contract who will look after the execution of the contract. The list of necessary record and register to be maintained for the purpose of processing bills shall be confirmed from AWM/MTN, Dy. CME/MTN by the firm. AWM/MTN, Dy. CME/MTN as executive Engineer will issue necessary instructions regarding day-to-day execution of the contract. If the firm wants to represent any issue regarding the execution of contract, the same shall be raised to the Executive Engineer of the contract.
- 25.** Tender Forms shall embody the contents of the contract documents either directly or by reference. Any condition of the tender other than those stipulated in the document are not applicable even though they are included in the tender submitted by the party unless they are specifically accepted by the Railway in writing while communicating the acceptance of tender. The accepted tenderer should therefore ensure that such other conditions that are considered necessary by him should be got accepted by the Railway in writing before accepting the offer. Every contract shall be complete in respect of the document it shall so constitute.
- 26.** It is advised that the firm should depute competent representative at the site to see firsthand and assess the scope of work before submission of rate. The tenderer must satisfy him fully before submitting his/her offer. The schedule

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of rates and quantities is given at Annexure B of this tender form. The tenderer(s) shall quote rates as per the tender document. All the rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties, payable by the contractors to government or public body or local authority. No additional amount will be paid or claim entertained on this account by the Railways. The quantities shown in the schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway as per variation clause No. 41 & 42 of Standard GCC, 2022 or latest.

27. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
28. **Right of the Railway to deal with tender:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
29. 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.
30. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
31. Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected. The submission of the tender will be deemed to imply that all documents enclosed have been studied and understood that the tenderer is aware of the full scope of the work to be done and the condition affecting the execution. In token of this, tenderer himself or his authorized representative will be required to sign at the bottom of each and every page of this tender form.
32. **Cost of tender document:** Payment for cost of tender document shall be accepted only through net banking or payment gateway through the website [www.ireps.gov.in](http://www.ireps.gov.in). However, for service contracts, MSEs registered with District Industries Centers, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Scale Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME, shall be supplied such tender document free of cost on confirmation of their evidence to this effect.
33. Tenders shall be accepted only in E-tendering format through the website [www.ireps.gov.in](http://www.ireps.gov.in). Tender must be submitted in the website not later than the specified date and time. The tender will be opened on the same day after tender submission closing time. If the tender opening day happens to be a bandh or an unforeseen holiday, the tender will be opened on the next working day. For this purpose tenderers are advised to go through instructions/guidelines issued on the subject, which can be accessed through the **Learning Center, FAQ & System Settings** links available on the home page of the website [www.ireps.gov.in](http://www.ireps.gov.in).
34. Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoice is issued by Contractor;  
No-filing of GST returns;  
Non-payment of GST collected from Indian Railways to the authorities;  
Any other non-compliance done by Contractor;

**General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the

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contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

**Retention Money:** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways is per provisions of GST Law.

.....  
Signature of Tenderer(s)  
Date .....

.....  
Signature  
Designation



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**INSTRUCTIONS TO THE TENDERER**

**1. MEANING OF TERMS: - Definition**

**In these Regulations for Tenders and Contract the following terms shall have the meanings assigned hereunder except where the context otherwise requires: -**

- (A) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Central Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
- (B) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- (C) "Chief Workshop Manager" shall mean the officer in charge of the Matunga Workshop of Central Railway, and shall mean and include the Chief Workshop Manager of the successor Railway.
- (D) "Engineer" shall mean the Executive Engineer in executive charge of the works of the Mechanical Dept. of the Central Railway i.e. WM (P)/ WM (R) and superior officers of the Mechanical Department and shall mean and include the Engineers of the successor Railway.
- (E) "Engineer's Representative" shall mean the Assistant Engineer (AWM) in direct charge of the work and shall include any Resident Engineer or Sr. Section Engineer or any Inspector of the Mechanical Engineering Dept. appointed by the Central Railway and shall mean and include the Engineer's Representative of the successor Railway.
- (F) "Divisional Railway Manager" shall mean the Officer in- charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (G) "Tenderer" shall mean the persons/ the firm/co-operative or company whether incorporated or not who tenders for the work with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- (H) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (I) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved list or select list of Contractors with the Railway.
- (J) "Open Tenders" shall mean tenders invited in open and public manner and with adequate notice.
- (K) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (L) "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications.
- (M) **"Specifications" shall mean the specifications for Materials & Works, Central Railway as specified under the authority of the Ministry of Railways or Chief Workshop Manager or as amplified, added to or superseded by special specifications, if any, appended to the Tender Forms.**
- (N) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

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1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
  2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (O) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time
- (P) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (Q) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (R) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (S) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (T) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- 1 Words importing the singular number shall also include the plural and vice versa where the context requires. **Singular and Plural**
- 2 These Regulations for Tenders and Contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or super session by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms. **Contractor's Credentials**
3. **Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.**

**List of Works Completed/substantially completed in last 7 Years**  
(Last seven years ending on last day of month previous to the one in which tender is invited)

Sr. No	Name of Work	Name of Organiza tion for whom executed	Contract Agreement No. and Date of Award	Approximate Value of contract		Date of Start		Date of Completion/ substantially completion	
				Agreement Value	Final/ substantial completed value	Scheduled	Actual	Scheduled	Actual
1	2	3	4	5	6	7	8	9	10

**Note:**

- Supporting documents/certificates from the organizations with whom worked should be enclosed.
- Certificates for works executed for private individuals/organization shall not be considered.

Tenderer's Seal

Signature of the tenderer

**Proforma for Work Completion Certificate**

1	Name of work	
2	Name of contractor	
3	Agreement value	
4	Agreement no. & Date	
5	Contract Period	
6	Date of commencement	
7	Work completion date / last paid bill date	
8	Cumulative payment made to the contractor up to the last paid bill.	
9	Cumulative penalty imposed in the contract up to the last paid bill.	
10	Remarks (Satisfactory / Unsatisfactory)	

Signature of the Issuing authority

(Ref.: Para 1.2 of Part I & Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC)

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

**NAME OF BIDDER/JV PARTNER:**

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

***SEAL AND SIGNATURE OF THE BIDDER***

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

***(Signature of Chartered Accountant)***

**Name of CA: -** \_\_\_\_\_

**Registration No:** \_\_\_\_\_

***(Seal)***

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

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

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

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

9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of up to two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

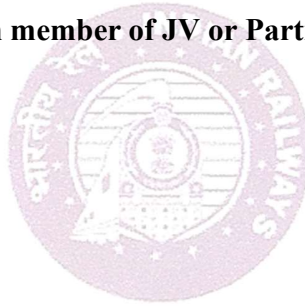
**SEAL AND SIGNATURE  
OF THE TENDERER**

**Place:**

**Dated:**

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

**This certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc. (In case JV of applicability in tender)**



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

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

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

SEAL AND SIGNATURE,  
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:  
Dated:

**(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 office of the Chief Workshop Manager,**  
**Carriage Workshop, Matunga, Mumbai 400 019,**  
**Central Railway,**  
**Beneficiary: WAO, Carriage Workshop, Matunga, Mumbai 400019, Central Railway**  
**Date: -----**  
**Bank Guarantee Bond No.: -----**  
**Date: -----**

In consideration of the President of India acting through **WAO, office of the Chief Workshop Manager, Carriage Repair Workshop, Central Railway, Matunga, Mumbai-400019 (Designation & address of Contract Signing Authority), Central 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.

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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	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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.

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

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

Railway.

Date:.....  
.....

Surety Bond No: .....  
Amount of Bond:.....

Issue Date:.....  
Expiry Date:.....



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

AND

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

SB No:

Date

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

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

differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favor of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

**Notwithstanding anything to the contrary contained in these presents,**

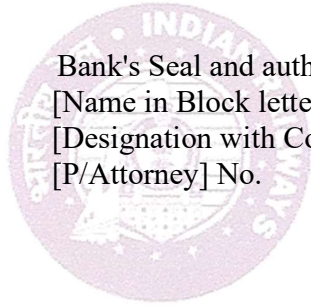
- a. Our liability under this Surety Bond shall not exceed *XXXX* (Rupees *XXXX* Only).
- b. This Surety Bond shall be valid up to *XXXX* (*being the date of expiry*);
- c. Unless the bank is served a written claim or demand on or before *XXXX* [date of expiry] all rights under this Bond shall be forfeited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

Dated      the day of 2024

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

Place.....

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



**Witness**

1.

2.

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

**Details of the Tenderer**

Sr. No.	Description	Details
1	Name of the tenderer	
2	Address	
	Mobile Number	
	Telephone Number	
	Fax No.	
	e-mail ID*	
3	Status of the tenderer: individual/ proprietorship firm/ partnership firm/ private limited/ public limited/ Society/ Autonomous body (Attach documentary evidence.)	
4	PAN No. (Attach documentary evidence.)	
5	GSTIN No. (If applicable) (Attach documentary evidence.)	
6	EPF Registration No. (Attach documentary evidence.)	
7	ESIC Registration No. (Attach documentary evidence.)	
8	Other Registration details under other applicable Laws (Attach documentary evidence.)	
9	Name of the person signing the tender	
10	Authority for signing the tender (Refer to Clause No.14 of Part 1 - Terms & Conditions of Tendering of Tender document)	

\* The date of sending of any letter by Railway to the contractor on the email address will be deemed to be the date of receipt of the same by the contractor. Therefore, contractor should regularly check his incoming emails. If there happens to be any change in the email ID and other contact details, the same should be communicated by the contractor to Railways immediately. Please do not keep any table blank write Not Applicable, as per the case.

The above information should be necessarily submitted by the tenderer.

**Tenderer's Seal**

**Signature of the Tenderer**

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**PART- II**  
**Special conditions of contract**

1. These special conditions of contract supplement the General conditions of contract, Mechanical Department of central railway as amended and / or corrected up to date, copies of which can be seen at the office of the Chief Workshop Manager, Carriage Workshop, Central Railway, Mumbai – 400 019, Maharashtra. It is the responsibility of the contractor before submitting the tender and again before entering into agreement to ascertain all the amendments and/ or corrections made to the said General conditions of contracts. Where the provisions of these special conditions of contract are at variance with the general conditions of contract, these special conditions of contract will prevail. General conditions of contract form part of the contract unless otherwise mentioned in the special condition of contract. Termination of Contract and Settlement of Disputes will be as per General Conditions of Contract as amended from time to time. General Conditions of Contract- 2022 is available on the following web link:

**www.indianrailways.gov.in/railwayboard >> About Indian Railways >> Corporate Overview >> Railway Board Directorates >> Civil Engineering >> IR General Condition of Contracts- 2022**

***[https://indianrailways.gov.in/railwayboard/uploads/directorate/civil\\_engg/pdf/2022/GCC\\_April-2022\\_2022\\_CE-I\\_CT\\_GCC-2022\\_POLICY\\_27\\_04\\_22.pdf](https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/2022/GCC_April-2022_2022_CE-I_CT_GCC-2022_POLICY_27_04_22.pdf)***

2. **Notice to Public bodies:** - The contractor shall give notice to the Municipality, Police and other authorities that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of his own operation in execution the contract. He should make good any damage to adjoining premise whether public or private and provide and maintain any light etc. required in night.
3. **Provision of Payment of Wages Act:** The Contractor shall comply with the provisions of the payment of Wages Act 1936 and the rules made there under in respect of all employees directly or through petty Contractor or sub-Contractor under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer. Such Labour shall nevertheless be deemed to comprise persons employed by the Contractor and any money which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract The Railway shall be entitled to deduct from any moneys due to Contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.
4. **(A) Provision of Contract Labour (Regulation and Abolition) Act, 1970:**
- (1) The contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act. 1970 and the contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Act. and the Rules.
  - (2) The contractor shall obtain valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall strict the panel provision of the contract arising out of the resultant non-execution of the work.
  - (3) The contractor shall pay to labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The contractors shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
  - (4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
  - (5) In every case in which by virtue of the provisions of the aforesaid Act of the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligates under the aforesaid Act or the Rules, Railway will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under section 20 sub-section (2) and section 21 sub-section(4) of aforesaid Act the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and /or from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound

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to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above, shall be final and binding on the contractor.

**4 (B) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:** The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

**4 (C) (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 Indian Railways Standard General Conditions of Contract, 2022 or latest. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (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 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."**

**5. Provision of Workmen Compensation Act:** - In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-Contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover any sum due by Railway to the Contractor whether under these conditions or otherwise, Railway shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

**6. Wages to Labour:** - The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the

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Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

**(6-A) Apprentices Act:** - The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time and as per Standard General Conditions of Contract.

**7. Other Conditions: -**

- i. Before the start of the work, the successful tenderer will give a list of his workers who will execute the work, who shall have to possess valid identity card as per Railway's approved format while working in Railway premises.
- ii. The Contractor has to arrange all tools & accessories required for the work at his own cost. No material and labour help of any kind will be provided by Railways to the Contractor.
- iii. Before submission of the offer the tendered may visit the site and examine the exact nature and quantum of work.
- iv. The contractor while working shall ensure up keep of the coaches and in case of damage to the coaches or other Railways property on account of the contractor or his staff, the cost of damage as assessed by Railways will have to be borne by the contractor
- v. The tools and equipments required to carry out the said work will be brought by the contractor. No such aid will be provided by the Railway.
- vi. In case contractor observes that Railways are unable to provide him feed of coaches at the stipulated rate, he will intimate the same to the authorized Railway representative in advance and in writing, failing which his plea shall not be considered for waiver of penalty.
- vii. Authorized representative of Railway shall inspect the quality of work done by the contractor and his decision will be final in this regard. In case work done by the contractor is not to the satisfaction of the authorized Railway representative, the contractor shall be liable to rework at his own cost. No additional payment shall be made for rework.
- viii. Railway further reserves the right for carrying out inspection at any stage of work in any coach. Contractor shall take corrective action as pointed out by the authorized Railway representative.
- ix. Authorized representative of Railway shall maintain a daily diary which will indicate date wise coaches offered to contractor, work executed on date. This diary will help for calculating payment of bill.
- x. The contractor shall keep his surroundings neat and clean by cleaning his work area daily before closing of the shift.
- xi. No employee of the contractor will smoke at the working area because of availability of flammable products nearby.
- xii. **Issue of Identity cards by Contractor:** Contractor should issue Identity badges (as per approved format) to all his labour being engaged to carry out the work, including the Supervisor. These identity badges should be so carried that Railway Security can identify them. The Identity cards should be worn by the contractors' labour on left side on the chest every time, during their presence on Railway Premises.
- xiii. **Storage Space:** Railways shall provide storage space free of cost for stocking of material, maintaining of records, etc. The security of the material / records will be the responsibility of the contractor.

**8. HANDING OVER OF SITE**

Contractor should start the work within 15 days from the date of issue of acceptance letter. The site will be handed over to the contractor/authorized representative after reporting from the contractor's side. It will not be binding on the Railway to hand over full site at a time in the starting to the contractor, but the site will be handed over to the contractor commensurate with the progress of the work. A note of handing over of site to the contractor in addition to entry in the site order book will be prepared duly signed by the Railway and Contractor's representative and submitted to the Engineer In-charge.

**9. INSPECTION REGISTERS AND RECORDS**

The contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintained at site, by the Railway's representative.

**i) Site Order Register -**

The contractor shall promptly acknowledge orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked.

**ii) Labour Register -**

This register will be maintained to show daily strength of labour in different categories employed by the contractor.

**iii) Log Book of events -**

All events are required to be chronologically logged in this book date and shift-wise.

**iv) Material Passing & Testing Register -**

Register will show material brought at site, passed, rejected etc. with quantity, specifications & test results etc.

All registers at item (i) to (iv) mentioned as above will be maintained by the representative of the Engineer and signed by the contractor. Any other registers considered necessary by the Engineer, shall be maintained at site in which the representative of the Engineer and the contractor will have to sign. the registers, proforma charts, etc. will be the property of the Railway.

Registers as mentioned above will have to be maintained depending on the scope of the work as prescribed by Engineer at site.

**10. PERMIT OR PARWANA**

The contractor will at his own expense obtain such permits or parwana from whomsoever necessary for carrying out work or for any other purpose as may be necessary to enable him to perform his part of the contract. The Railway Admn. will not under any circumstances be liable to obtain any permit or parwana whatsoever, for the contractor.

**11. STORAGE OF INFLAMMABLE ARTICLES**

No inflammable materials, such as petroleum oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the Railway and necessary licence under the Act has been obtained by the Contractor. All due precautions as required under the Act shall be taken by the contractor.

**12. FIRST-AID**

The contractor shall maintain in a readily accessible place first-aid appliance including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

**13. DAMAGE, ACCIDENTS OR FLOODS OR TIDES**

The contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of a structure, plant or material of every description belonging to the Railway Administration, lost or damaged by any cause during the course of contractor's work.

The Railway Administration will not be liable to pay to the contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part of the new structures during construction. No claims in this regard will be arbitrable.

**14. TRESPASS**

The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorised by the Engineer.

**15. EMERGENCY WORK**

In the event of any accident or failure occurring in on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carryout repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof to the contractor.

- 16. (1) Handing over of Works:** -The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

**(2) Clearance of Site on Completion:** - On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's

property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

**Clause 16 (A):** - At the final stage of completion and commissioning of work, in case the contractor's failure is limited to only some of the works costing not more than 2% of the original contract value, and the Contractor request the engineer that such works may be offloaded from him and got executed through another agency and additional cost incurred, if any, should be recovered from his dues; the Engineer on being convinced that the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor and that such offloading will help in completion and commissioning of work, may agree to such offloading without any adverse repercussion on the performance guarantee and security deposit of the Contractor. However, the Engineer will not be under any compulsion to agree to such a request. Further, before issuing letter of acceptance to another agency for such work, the Contractor shall be informed of the rates at which the work will be got executed and the Contractor should give his consent to do so and certify that he would have no future claim on this account and that the extra expenditure so incurred, if any, by the Engineer in getting the offloaded work done, shall be recovered from subsequent Bills or any other dues of the Contractor. In case the Contractor fails to give such consent within three working days, the Engineer may treat the same as not acceptable to Contractor and proceed accordingly. In any case, Railway shall deduct 10% of cost of such work or Rs one lakh whichever is lower, from the Contractor's dues as administrative charges for the process of finalizing new agency for such work irrespective of whether or not such work is finally offloaded from Contractor or not.

**17. COMPLETION PERIOD**

- 17.1 The contractor shall have to complete the work in all respects within the specified period from the date of issue of acceptance of the tender.
- 17.2 The contractor shall strictly adhere to the programme framed by the Engineer or his representative so as to complete the work within the time allotted to the contractor.
- 17.3 The contractor will have to employ labour in full strength commensurate with working areas available. He will also arrange for materials and equipments to complete the job most expeditiously within the stipulated completion period. The Engineer's decision as to what is full strength will be final and binding on the contractor.

**18. Final Supplementary Agreement {As per Clause No. 48 (3) of GCC}:**

After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure C-4, the parties shall execute the Final Supplementary Agreement as per Annexure C-4.

- 19. Maintenance of Works:** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

- 20. (1) Contractor to Supply Water for Works:** Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

**20. (2) Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption of failure of the water supply.

**20. (3) Water Supply by Railway Transport:** In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to

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in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

**20.(4)(a) Contractor to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

**20.(4)(b) Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

**21. Deployment of Qualified Engineers at Work Sites by the Contractor:**

In terms of provision of clause 26A.1 of GCC, 2022 or latest contractor shall also employ following qualified engineers during execution of the allotted work: -

- |    |  |
|----|--|
| a) | One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above, and                             |
| b) | One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakh, but less than Rs.200 lakh. |

In case contractor fails to employ the Qualified Engineer, as aforesaid above, he in terms of provision of clause No. 26A.2 to the GCC, 2022 or latest, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provision, as contained in para (a) and (b) above respectively.

*(Authority - Railway Board's letter no. 2012/CE-I/CT/O/20 dt.10/05/2013 or latest).*

**22. Working during Night:** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

**23. FIGURES, DIMENSIONS:**

Figures and dimensions on drawing shall supersede measurements by scale and drawings to a large scale shall take precedence over those to a smaller scale.

**24. WORK PREPARED AWAY FROM THE SITE:**

The contractor shall give the Engineer written notice of the preparation or manufacture at a place away from the site of any material or components to be used on the work, stating the place & time of preparation or manufacture, so that the Engineer may inspect all stages of the production process. Failure to give such notice may result in the rejection of the material or components.

**25. COMPLETION DRAWING:**

Contractor should prepare one set of completion drawing (all detailed drawings) on polyester based reproducible tracing film (95 microns thick one side mat of superior quality) in black indelible ink duly incorporated all additions and alterations in red ink and submit to Railways No extra payment for the same will be made to the contractor unless otherwise specified elsewhere in this document.

**26. (A) EXTENSION OF TIME IN CONTRACTS:**

This will be as per Clause 17-A of Standard General Conditions of Contract, 2022 or latest.

**(B) EXTENSION OF TIME WITH LIQUIDATED DAMAGES (LD) FOR DELAY DUE TO CONTRACTOR:**

This will be as per Clause 17-B of Standard General Conditions of Contract, 2022 or latest.

Proforma for Time Extension, if required shall be as per Annexure C2.

**(C) BONUS FOR EARLY COMPLETION OF WORK:**

**This shall be valid for open tenders having value more than Rs.20 Crore and original period of completion is 12 months or more and will be as per Clause 17-C of Standard General Conditions of Contract, 2022 or latest.**

- 27. (1) Rates for Extra Items of Works:** Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:

- (i) Analysis of Unified Schedule of Rates of Indian Railways
- (ii) Analysis of Delhi Schedule of Rates issued by CPWD
- (iii) Market Analysis

**(2)** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

**28. ASSIGNMENT OR SUBLETTING OF CONTRACT:**

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of GCC, 2022 and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- (a) (i) The Contractor shall not sub-contract the comprising more than 40% Works (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. **{The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.}**

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

**\$ May be deleted if the Contractor is not a Consortium/Joint Venture.**

- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a 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, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor 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.

- (iii) There is no banning of business with the sub-contractor in force over IR.

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- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall endeavor to resolve all matters and payments amicably and speedily with the subcontractor.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

**29. VARIATIONS IN EXTENT OF CONTRACT:**

This will be as per Clause No. 41 & 42 of Standard General Conditions of Contract, 2022 or latest.

This will be a contract from the date of commencement of the work as per the (original) contract agreement entered into by the Railways and the contractor after the issue of Letter of acceptance issued to the contractor. The variation in quantities of various items of work shall be governed by the following provisions: -

- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (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:

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The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

- 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, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

For decrease beyond 25% for individual items or 25% of contract agreement value, 'No Claim Certificate' from the contractor will be obtained.

- In the event of vitiation occurring due to increase or decrease in quantities among the technically suitable tenderers, the vitiation shall be as per Railway Bd's Lt. no. 2017/TRANS/01/Policy dated 8-2-2018 or latest.
- As per recent Railway Board letter No. 2017/Trans/01/Policy Dt. 08.02.2018 it has been decided by Railway board that as a result of variations, a contract shall be considered "vitiating" only when the following percentage variation in contract value between tenders are noticed to have been exceeded-

Sr. No	Value of Contract	Percentage difference between present contractor and new L1 as a result of variation.(percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small Value contracts (Tender Value less than Rs 50 Lakh)	10
2	Other than small value Contracts (Tender Value equal to or more than Rs. 50 Lakh)	5

- When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken. The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

**30. SUSPENSION OF WORKS:**

This will be as per Clause No. 36(1), 36(2) & 36(3) of Standard General Conditions of Contract, 2022 or latest.

**31. Bid Security and Security Deposit:**

Bid Security and Security Deposit shall be submitted by the contractor as specified in the contract.

**32. Performance Guarantee – As per purchase order**

The contractor shall submit Performance guarantee as per Clause No. 16(4) of Standard General Conditions of Contract, 2022 or latest.

**33. Force Majeure Clause**

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This will be as per Clause 17 of Standard General Conditions of Contract, 2022 or latest.

**34. Arbitration:**

This will be as per clause 63 to 64 of Standard General Conditions of Contract, 2022 or latest.

**35. Laws Governing the Contract**

This will be as per Clause 03.(1) of Standard General Conditions of Contract, 2022 or latest.

**36. Determination:**

This will be as per Clause 61 and 62 of Standard General Conditions of Contract, 2022 or latest.

**37. Subletting and Assignment**

This will be as per Clause 07 of Standard General Conditions of Contract, 2022 or latest.

**38.** Other terms and conditions as per Standard General Conditions of Contract, 2022 or latest will apply.

**39. Optional Payment for LC**

All works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs.10 lakh and above, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement has been given.

As such, following special conditions, are as follows:

- i. For all the tenders having advertised cost of Rs.10 lakhs or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System-the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- iii. The option so exercised shall be an integral part of the bidder's offer.
- iv. The above option of taking payment through LC arrangement, once exercised by the tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter during execution of contract.
- v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
  - a) The LC shall be a sight LC.
  - b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation there of shall be borne by the contractor.
- c) SBI, New Delhi, Main branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- d) The LC shall be opened initially for duration of 180 to 360 days in consultation with the contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- e) The LC terms and condition shall inter-alia indemnify and save harmless the Railway from and against all the losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by the contractor.
- f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of the Authorization (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

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- g) The acceptable, agreed upon document for payments to be released under the LC shall be Document of Authorisation.
- h) The Document of Authorisation shall be issued by the Railway Accounts office against each bill passed by Railways.
- i) On issuance of Document of Authorisation , a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway accounts office to Railways's bank (Local SBI branch).
- j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for the necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document Of Authorisation, Bill of exchange and Bill.
- k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railways Accounts office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.



**40. List of documents to be submitted by the tenderers along with the tender cum**

**CHECKLIST FOR SUBMISSION OF TENDER**

(Documents at Sr. No. 1 to 4 (Sr. No. 5, 6 & 7 as per applicability) are mandatory & to be submitted along with tender)

Sr. No	Item	Document Uploaded
1	<b>Bid Security:</b> Requisite Bid Security paid online / Uploaded requisite Bid Security scanned copy of the Bank Guarantee on e-Procurement Portal (IREPS) as per <b>Annexure- VI(A)</b> / valid Department of Industrial Policy and Promotion (DIPP) as 'Startups' or Labour Cooperative Societies registration document (in case exemption is claimed) <b>to be submitted along with bid.</b>	YES / NO
2	<b>Document Verification Certificate (at Annexure-V) &amp; Non-Blacklisted or debarred Certificate (at Annexure-V(A)):</b> <b>Submission of Document Verification Certificate</b> as required vide clause 38.1.3 of Special Conditions of Contract <b>at Annexure-V</b> or Bidders shall confirm and certify on the behalf of the tenderer including its constituents for all contents of Annexure-V in IREPS offer as incorporated in NIT by CRIS on IREPS. In addition to Annexure-V, in case of other than Company/Proprietary firm, <b>Annexure-V(A)</b> 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. <b>The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.</b>	YES / NO
3	<b>Documents in support of Technical Eligibility Criteria (ref: clause 1.1 of Part I) (at Annexure-A1 and Annexure-A3):</b> <b>Completion Certificates along with Work Orders / LOA / PO / RO Notes issued by authorities for Works successfully completed or substantially completed in the last 07 (seven) years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.</b> Note: Refer proforma attached in tender document at Annexure- A1	YES / NO
4	<b>Documents in support of Financial Eligibility Criteria (ref: clause 1.2 of Part I) (at Annexure-VI(B)):</b> 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 <b>Annexure-VI(B)</b> , along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	YES / NO
5	Power of attorney duly notarized – as required	YES / NO
6	<b>Constitution of Firm (as per Para 8 of Part I):</b> Copy of Partnership Deed / Memorandum of Association / Articles of Association / Affidavit (in case of Sole Proprietorship firm) & other requisite documents.	YES / NO
7	<b>In case of JV firm (refer Para 21.15 of Part I for Credentials &amp; Qualifying Criteria) and refer Para 21 of Part I for documents to be enclosed by the JV along with the tender in case of JV firm.</b>	YES / NO
8	DECLARATION FOR SITE VISIT at <b>Annexure - C1</b>	YES / NO
9	Details of the tenderer at <b>Annexure-A2</b>	YES / NO
10	Mandate form for EFT/NEFT at Annexure-F	YES / NO
11	<b>The tenderer must establish that he follows all Labour laws and makes payment to his staff in accordance with relevant Acts through documentary evidence like</b>	YES / NO

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	<b>registration for EPF, ESIC Code No. They must compulsorily submit the registration certificates in this regard.</b>	
12	<b>List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.</b>	YES / NO
13	<b>List of Personnel, Organization available on hand and proposed to be engaged for the subject work.</b>	YES / NO
14	<b>List of Plant &amp; Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.</b>	YES / NO

After opening of tender, documents pertaining to Technical & Financial Eligibility Criteria, Constitution of the firm and Bid Evaluation – Technical Criteria (if applicable) shall neither be asked nor be entertained / considered.

The check list is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required document accordingly.

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

**Seal:**

**Date:**



**Signature of Tenderer**

**SAFETY RULES**

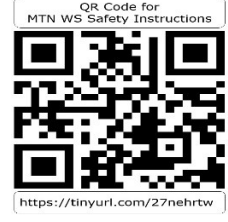
1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable foot-holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than one horizontal to four vertical.
2. Scaffolding or staging more than 3.5 metres above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder upto and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.
5. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person before any demolition work is commenced and also during the process of the work.
6. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
7. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
8. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
9. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
  - a. Workers employed on mixing asphalt materials, cement and live mortar shall be provided with protective goggles.
  - b. These engaged in white washing and mixing or attacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
  - c. Those engaged in welding works shall be provided with welder's protective eye sight lids.
  - d. Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
10. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway Administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man for the period of Contract for such periods during which such staff is posted for the purposes. The Rly. Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what

should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Rly. Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.

11. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
12. Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions: These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
13. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects. Every Crane Driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.
14. In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
15. In case of departmental machine the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.
16. Motors, gearing transmission, electric wiring and the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
17. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
18. **Precautions while working in the vicinity of track: -**
  - a. When the work is required to be done along or near existing Railway track, the contractors shall take steps as are necessary for the safety of the track, labour working at site. He/They will also be required to programme his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
  - b. In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagmen in some locations as additional safety measure, for which the cost shall be recoverable from the contractor/s on the basis of the expenditure incurred by the Railways enhanced by 12 1/2 The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Rly. bears no liability whatsoever on this account.
19. Notwithstanding the above clause from (1) to (14) there is nothing in these to exempt the contractor or the operation of any other act or Rule in force in the Republic of India.
20. Electricity, if required at work site, shall have to be arranged by the contractor at his own cost only.
21. The contractor themselves will have to issue identity cards to their labourers & supervisors who are nominated for the work, indicating contract no. place of work etc.

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**RR/PR/WC/2163/2025-26/133**

22. Scope of work includes submission of completion drawings for the work made out on Auto CAD package in three copies along with polyester film and floppy disk. For this no extra payment shall be made unless otherwise specified elsewhere in this document.
23. All safety instructions to be followed, accessible through QR code.



मध्य रेल  
मुख्य कारखाना प्रबंधक कार्यालय,  
सवारी डिब्बा कारखाना,  
माटुंगा, मुंबई- 400019  
आई.एम. एस. प्रमाणित कारखाना



CENTRAL RAILWAY  
Chief Workshop Manager's  
Office,  
Carriage Workshop,  
Matunga, Mumbai - 400019.  
I.M.S certified workshop

सं: MTN/EM/E2/Safety/SI/25

दिनांक: 18-10-2025

All SSEs Mechanical, Electrical, EMU, Works  
CDMS/Stores, Inspector/RPF, CI/BTC-Mech & Elec, CMS(Lab)  
SSO/Accounts, Canteen Manager, Ch. OS/General Office

### **Safety Instructions No. 25**

विषय- Entry Permit, Work & Safety Permit & Entry Permit Cards in Carriage Workshop, Matunga.

- संदर्भ- i. SI 25 dated 22-09-2004  
ii. SI 32 dated 04-12-2006  
iii. SI 40 dated 01-12-2010  
iv. L. No. MTN/EM/E2/Safety/Dy.CME I Instructions dated 11-07-2025

With the view of enhancing safety culture and improving efficiency, the following Safety Instructions are hereby issued, with the approval of competent authority, in supersession of previous safety instructions no. 25, 32 & 40 and letter vide ref iv.

1. The contractor shall take full responsibility for health and safety of his labour within the shop premises. Accordingly, the contractor shall make necessary arrangements for personal protective equipment, first aid boxes, work & safety training, etc. for the contract labour in the work being undertaken as per the contract.
2. The contractor shall not employ any person below the age of 18 years. No woman shall be allowed to work between 6 PM to 7 AM.
3. The contractor must obtain necessary Entry permit, as applicable, after issue of LOA, in advance of the starting of the work.
4. The coordinating Shop Incharge & concerned AWM/ADEE/AEE/ADEN shall on verification of the details, issue a entry permit as applicable.

5. The personal protective equipments supplied to the contract labour should conform to the required specifications.
6. The contractor shall ensure that all his/her contract labour is issued with Entry Permit Cards (EPC) which shall be available with them within the shop premises.
7. The contractor shall take proper care in storing inflammable substances, to avoid any case of fire.
8. For all Electrical works, the contractor shall ensure that only trained and competent persons are employed to work on the Electrical equipment/installations.
9. The contractor shall comply with all safety instructions issued on the relevant type of activities in Matunga workshop from time to time. More specifically, the contract labour and their supervisor must use the PPEs during the activities.
10. The contractor shall follow all the statutory Acts pertaining to the work contracted out to him/her viz. Factories Act & Rules, Explosive Act and Rules, Motor vehicle rules, Gas cylinder rules, LPG Rules, etc.
11. Any civil engineering Work site shall be cordoned off by a barricade or barricade tape. The Contractor shall display caution, warning boards viz. DANGER, MEN AT WORK, NO ENTRY! WORK IN PROGRESS, etc, and shall depute supervisor to restrict the entry of workshop & other staff.
12. SSE Works/MTN & SSE/P&W shall jointly send list of Engineering works being carried out in MTN Workshop to Safety Cell every month.
13. If Contractor is found violating the Safety Norms/Precautions, the Safety Officer, concerned AWM, Shop In-charge ( where the work is being carried out) are empowered to stop the contract work at any moment. Such violation of safety will be viewed seriously and action will be initiated against the contractor.
14. Contractor to ensure Material Safety Data Sheet (MSDS) is displayed at storage locations of chemicals, fuels, adhesives, solvents, etc. and the same is explained to the workmen/staff/labour employed by him/her.

15. The following categories of permit based on nature of work and contract period to be issued, upon receipt of Application from Contractor-

<b>A. Entry Permit-REGULAR</b> (followed by Work & Safety Permit-REGULAR)	<b>B. Entry Permit -SHORT TERM</b> (No separate Work & Safety Permit required).
--	--

- A. **Entry Permit- REGULAR-** To be taken for Contract/Working Period of more than 15 days.

- i. Application (as per attached format 1, 2, 3 & 4) to be submitted by Contractor.

**ii. Permit Validity- Till end of Contract Period**

- iii. The entry permit for individual staff shall be valid till contract period or expiry of Police Verification Certificate, whichever is earlier.

- iv. Entry Permit Regular (EP- R) (Format 5) to be numbered by concerned SSE/ Ch.OS/ CMS/ CDMS and record to be maintained in their respective shops/sections/offices.

- v. Pre-requisites- Police Verification Certificate (PVC) of all contract staff, all PPEs as per Scope of Work, all hand tools/portable machines in safe working condition.

- vi. In case of extension of contract period, permit has to be revalidated till the revised date of contract, by concerned Officer and copy to be submitted to Safety Cell, Custodian, RPF & Welfare Office. The entry permit for individual staff shall be valid till contract period extension or expiry of Police Verification Certificate, whichever is earlier.

- vii. In case of expiration of PVC of staff within the contract period, fresh PVC to be submitted, or else the entry permit of that particular staff will be treated as invalid.

- viii. In case of non-availability of PVC, genuine application copy of Police Verification to be submitted and for that individual staff, Entry Permit will be valid for 90 days from date of issue and same validity will be applicable on the Entry Permit Card.

- ix. Any Permit To Work(PTW) like 'Work at Height', etc to be taken separately as per existing procedures.

- x. Work & Safety Permit to be issued after Entry Permit is issued.**

- xi. Work & Safety permit (WSP-R) (Format 6) to be numbered by concerned SSE/ Ch.OS/ CMS/ CDMS and record to be maintained in their respective shops/sections/offices.

**xii. Entry Permit Card- REGULAR, (Format 7) to be issued by Custodian after Work & Safety Permit is issued.**

- xiii. Entry Permit Card- REGULAR (EPC-R) to be numbered by Custodian by concerned and record to be maintained in their respective shops/sections/offices.

**B. Entry Permit- SHORT TERM-** For AMC works, installation, commissioning, supply & install Purchase Orders, audits, testing & certification, any urgent works to be done WITHIN 15 days, etc.

- i. Entry Permit-SHORT TERM (Format 8) (based on permission letter by concerned officer or approved copy of firm's letter) to be issued by Concerned SSE, for the time period mentioned in the permission letter.
- ii. Validity of this permit will be 15 days.
- iii. Any Permit To Work (PTW) like 'Work at Height', etc to be taken separately as per existing procedures.
- iv. PVC is not mandatory for this type of permit.
- v. **Entry Permit Card- SHORT TERM, (Format 9) to be issued by Custodian after Entry Permit-SHORT TERM is issued by concerned SSE.**
- vi. Extensions after expiry of initial 15 days, will be issued as per the following authority, on providing necessary justification.

Extension	Authority	Validity
1 <sup>st</sup>	Junior Scale Officer	15 days
2 <sup>nd</sup>	Senior Scale Officer	15 days
3 <sup>rd</sup>	JAG level Officer	15 days

- vii. For every extension taken, copy of extension duly approved by approving authority should be given to Safety Cell, Custodian & RPF.
- viii. For any contract awarded for a period of more than 15 days, Short Term Entry Permit may be issued only once, after which Regular Work Permit to be issued and Concerned SSE/Ch.OS/CDMS/CMS to ensure the same, within time.
16. Contractor to work only during the time period mentioned in Work & Safety Permit- Regular or the Entry Permit issued for Short Term. If

any extension is required in working hours the same is permitted with approval of Jr.scale officer.

17. Copies of Application (Part 1, 2 &3) and the issued Entry Permit to be submitted to the following-
  - i. Custodian
  - ii. Safety Cell
  - iii. Welfare Office
  - iv. Concerned Office of SSE/Ch.OS/CDMS/CMS
  - v. Inspector/RPF/MTN
18. Work & Safety Permit-Regular to be issued by concerned SSE/Ch.OS/CDMS/CMS only after Entry Permit is issued and copy to be submitted to Safety Cell.
19. **Entry Permit Card (EPC) to be issued by Custodian only** after Work & Safety Permit is issued in case of Regular Work and in case of Short Term work, to be issued immediately after Entry Permit- Short Term is issued by concerned SSE/Ch.OS/CDMS/CMS.
20. **The Application, Entry Permit, Work & Safety Permit & EPC are compulsory for any continuous work being performed by external agencies inside MTN WS.**
21. For ease of understanding, flow chart of the permit system is attached.
22. SI 25 dated 22-09-2024, SI 32 dated 04-12-2006 and SI 40 dated 01-12-2010 and L. No. MTN/EM/E2/Safety/Dy.CME I Instructions dated 11-07-2025 to be treated as obsolete.
23. All Safety Instructions and the application and permit formats are accessible through this QR code.
24. Any existing permit issued prior to the issue date of this letter will be valid till its original validity date. All new permits issued on or after the issuance of this instructions to be taken as per attached format.



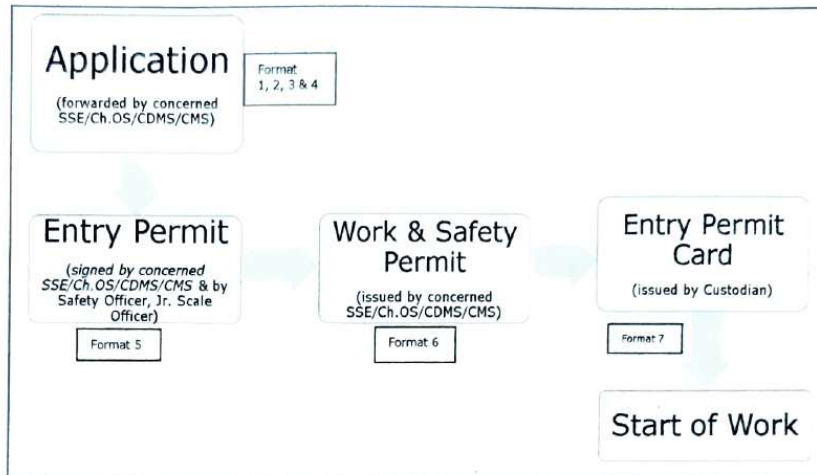
  
(वीरेन्द्र वर्मा)

उप मुख्य यांत्रिक अभियंता (I)/ फैक्ट्री मैनेजर

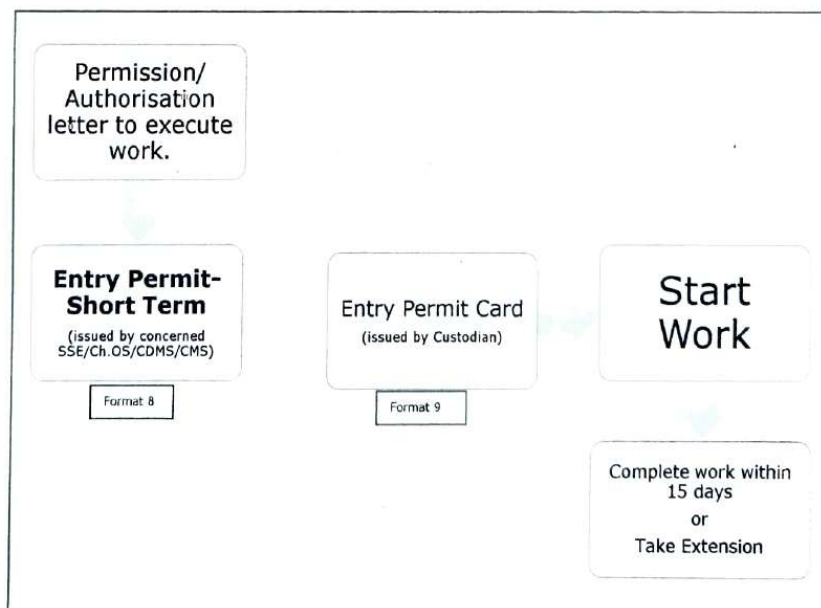
C/- CWM	: for kind information please.
C/- Dy.CME-II	: for information please.
C/- Dy.CME-III	: for information please.
C/- Dy.CEE(G)	: for information please.
C/- Dy.CEE(EMU)	: for information please.
C/- Dy.CMM(CWE)/MTN	: for information please.
C/- Sr.DEN(Estate)/CSMT	: for information please.
C/- WM/MTN	: for information and n/a.
C/- AWM, APLE, ADEE, ADEN/By	: for information and n/a.

The flow chart of Permit Systems is illustrated as follows-

### **REGULAR ENTRY PERMIT SYSTEM**



### **SHORT TERM ENTRY PERMIT SYSTEM**



FORMAT 1

APP/REG/01

## APPLICATION PART 1

FOR ISSUE OF REGULAR  
ENTRY PERMIT

FOR CONTRACT STAFF  
IN CARRIAGE WORKSHOP, MATUNGA

- 1) DATE OF APPLICATION :
- 2) FIRM NAME :
- 3) LOA NO/GEM CONTRACT NO/ :  
PERMISSION LETTER NO/P.O.No.
- 4) ISSUE DATE :
- 5) CONTRACT VALIDITY :
- 6) BRIEF DESCRIPTION OF WORK:
- 7) CONTACT DETAILS :
- 8) SAFETY INSTRUCTIONS :  
(Please write SI No,  
applicable as per Scope of Work,  
accessible through QR Code)



NAME & SIGN, WITH STAMP :  
(AUTHORISED SIGNATORY OF FIRM)

FORWARDED BY

Name of SSE/Ch.OS/CMS/CDMS :

SIGN & STAMP :

FORMAT 2

APP/REG/02

## APPLICATION PART 2

FOR ISSUE OF REGULAR ENTRY PERMIT

FOR CONTRACT STAFF

IN CARRIAGE WORKSHOP, MATUNGA

### 9) HAZARD IDENTIFICATION & CONTROL MEASURES ADOPTED:

Sr. No.	Hazard Associated with activities	Control Measures	PPEs required	Remarks, if any
1.	Hot Work			
2.	Electricity			
3.	Work at Height			
4.	Slip & Fall			
5.	Transportation			
6.	Flying Particles			
7.	Painting / Hazardous Chemicals			
8.	Tools & Tackles			
9.	Confined Area / Under Pit activities			
10.	Others			

### 10) DETAILS OF POWER TOOLS & MACHINES:

Sr. No.	Description of Electrical Machine Tools	Condition of Machine Tools (New/ Serviceable)	Condition of Safety Guard & Covers (Provided/ Not Provided/ Not Applicable)	Condition of Power cables (New/ Serviceable, Inspected & Insulated)	Industrial socket & top (Provided/ Not Provided)	Remarks, if any

NAME & SIGN, WITH STAMP :  
(AUTHORISED SIGNATORY OF FIRM)

FORWARDED BY  
Name of SSE/Ch.OS/CMS/CDMS :

SIGN & STAMP :

FORMAT 3

APP/REG/03

### APPLICATION PART 3

FOR ISSUE OF REGULAR ENTRY PERMIT

FOR CONTRACT STAFF  
IN CARRIAGE WORKSHOP, MATUNGA

#### 11) STAFF DETAILS

Sr. No.	Name	Designation	Duty Hours		Police Verification Certificate Number	PPEs Arrang ed (Yes / No)
			Shift Start Time	Shift End Time		

NAME & SIGN, WITH STAMP :  
(AUTHORISED SIGNATORY OF FIRM)

FORWARDED BY

Name of SSE/Ch.OS/CMS/CDMS :

SIGN & STAMP :

FORMAT 4

UT/REG

## UNDERTAKING BY CONTRACTOR

FOR ISSUE OF REGULAR ENTRY PERMIT TO CONTRACT STAFF

IN CARRIAGE WORKSHOP, MATUNGA

I hereby submit this undertaking accepting the following conditions-

- i. I have examined the work site and understood the scope of work and applicable safety instructions.
- ii. I have arranged necessary PPEs, as per APPLICATION PART 2 PARA 9, to my staff and will ensure proper usage.
- iii. I have provided Identity card to my staff, issued from my firm/company and I will ensure Entry Permit Card is issued for my staff working inside MTN WS from Custodian.
- iv. I will maintain daily attendance register of my staff and get it duly verified by concerned SSE/JE/Ch.OS/CMS/CDMS.
- v. All workmen/staff/labour have been instructed about the nature of work and proper usage of PPEs.
- vi. In case of any chemical products being used, I will ensure MSDS ( Material Safety Data Sheet) is displayed at storage locations and explained to the staff handling the chemical products.
- vii. For 'Work at height' or any other hazardous non-routine work I will follow the procedure to get a Work Permit and then only start working, once permit is obtained.
- viii. I have ensured that all the workmen/staff/labour employed by me have sufficient knowledge and skills to execute the work as per Scope of Work.
- ix. I hereby state that I will employ the listed staff for the said contract work only.
- x. In case of removal of staff from employment or termination of employment or the staff leaving the work, I will notify the Railway Administration and get the Entry Permit & EPC terminated for that particular staff.
- xi. In case of non-requirement of listed staff in current contract work, I will get fresh Entry Permit issued in case the same staff is employed for another contract in this workshop.

NAME & SIGN, WITH STAMP :  
(AUTHORISED SIGNATORY OF FIRM)  
FORWARDED BY

Name of SSE/Ch.OS/CMS/CDMS :

SIGN & STAMP :

FORMAT 5

SHOP: \_\_\_\_\_ PERMIT NO. MTN/EP-R/ \_\_\_\_\_

### ENTRY PERMIT - REGULAR WORK

CARRIAGE WORKSHOP, MATUNGA

The following contract staff are permitted to work in the Workshop premises subject to the Scope of Work, Undertaking submitted by contractor and adherence to all Rules & regulations as applicable.

FIRM NAME :

LOA /GEM CONTRACT NO. :

BRIEF DESCRIPTION OF WORK:

PERMIT VALIDITY :

Name Firm Icard No	Name Firm Icard No	Name Firm Icard No
PHOTO of staff  Signature Of Contractor With seal	PHOTO of staff  Signature Of Contractor With seal	PHOTO of staff  Signature Of Contractor With seal
Name Firm Icard No	Name Firm Icard No	Name Firm Icard No
PHOTO of staff  Signature Of Contractor With seal	PHOTO of staff  Signature Of Contractor With seal	PHOTO of staff  Signature Of Contractor With seal

SSE/Ch.OS/CDMS/CMS-

Safety Officer-

AWM /ADEE /AEE /ADEN /AMM/WM/CMT -

FORMAT 6

SHOP: \_\_\_\_\_ PERMIT NO. MTN/WSP-R/ \_\_\_\_\_

**WORK & SAFETY PERMIT - REGULAR**

(to be issued after Entry Permit is issued)

FOR CONTRACT STAFF IN CARRIAGE WORKSHOP, MATUNGA

- 1) FIRM NAME :
- 2) LOA NO./GEM CONTRACT NO./ :  
P.O. No./  
PERMISSION LETTER NO.
- 3) BRIEF DESCRIPTION OF WORK:
- 4) PPEs given to staff as per Para 9 of Application for Work & Entry Permit.

Sr. No.	PPEs given	Total Quantity	Specification, if applicable	Remarks, if any

- 5) I hereby certify that above mentioned PPEs have been given to me./

मैं एतत् द्वारा प्रमाणित करता/करती हूँ कि उपर्युक्त पी.पी.ई. मुझे दे दी गई हैं।/

मी याद्वारे प्रमाणित करतो की वर उल्लेख केलेले पीपीई मला देण्यात आले आहेत.

Sr. No.	Name of Contract Staff	Designation	Duty Hours		Sign
			Shift Start Time	Shift End Time	

NAME & SIGN OF CONTRACTOR, WITH STAMP :

ISSUED BY      Name of SSE/Ch.OS/CMS/CDMS :  
DATE :  
SIGN & STAMP :

Copy to be submitted to: Safety Cell

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FORMAT 7

SHOP \_\_\_\_\_ MTN/EPC-R/ \_\_\_\_\_

**ENTRY PERMIT CARD (EPC)-REGULAR**

(to be issued after Entry Permit and Work & Safety Permit is issued)  
FOR CONTRACT LABOUR  
IN CARRIAGE WORKSHOP, MATUNGA

Name of Employee :

Designation :

Address :

ADHAAR No. :

Name of Firm :

LOA NO :

Entry Permit No. :

EPC Issued Date :

Valid upto:

Photo

Signature of  
Contractor  
On the  
photograph &  
seal

Signature of Employee

Signature of Custodian

This is not to be treated as Identity Card/ Identity Proof and should not be used for travelling in Railways.

FORMAT 8

SHOP: \_\_\_\_\_ PERMIT NO. MTN/EP-STW/ \_\_\_\_\_

### ENTRY PERMIT - SHORT TERM WORK

FOR CONTRACT STAFF (VALID FOR 15 DAYS ONLY)

- 1) FIRM NAME \_\_\_\_\_ :
- 2) LOA NO./GEM CONTRACT NO./ :  
P.O. No./FIRM LETTER No./  
PERMISSION LETTER NO.
- 3) WORKING PERIOD \_\_\_\_\_ : \_\_\_\_\_ TO \_\_\_\_\_
- 4) BRIEF DESCRIPTION OF WORK: \_\_\_\_\_
- 5) CONTACT DETAILS OF FIRM \_\_\_\_\_ :
- 6) HAZARD IDENTIFICATION & CONTROL MEASURES ADOPTED:

Sr. No.	Hazard Associated with activities	Control Measures	PPEs required	Remarks, if any
1.	Hot Work			
2.	Electricity			
3.	Work at Height			
4.	Slip & Fall			
5.	Transportation			
6.	Flying Particles			
7.	Painting / Hazardous Chemicals			
8.	Tools & Tackles			
9.	Confined Area / Under Pit activities			
10.	Others			

#### 7) STAFF DETAILS:

Sr. No.	Name	Designation	Duty Hours		ADHAAR CARD NO.	Mobile Number	Applicable PPEs Given (Yes/No)
			Shift Start Time	Shift End Time			



I hereby declare that I have read the applicable Safety Instructions available through this QR code and will follow the same.

NAME & SIGN  
WITH STAMP OF COMPANY

NAME & SIGN WITH STAMP  
SSE/Ch.OS/CMS/CDMS

Extension by Officer : 1<sup>st</sup> (JS) \_\_\_\_\_ 2<sup>nd</sup> (SS) \_\_\_\_\_ 3<sup>rd</sup> (JAG) \_\_\_\_\_

Date : \_\_\_\_\_

Copy to -User Shop, Safety Cell, Custodian, RPF

आरआर/पीआर/डब्लूसी/2163/2025-26/133  
RR/PR/WC/2163/2025-26/133

FORMAT 9

SHOP \_\_\_\_\_ MTN/EPC-STW/ \_\_\_\_\_

**ENTRY PERMIT CARD (EPC)-REGULAR**

(to be issued ALONGWITH SHORT TERM Entry Permit )

FOR CONTRACT LABOUR

IN CARRIAGE WORKSHOP, MATUNGA

Name of Employee :

Designation :

Address :

ADHAAR No. :

Name of Firm :

Letter No :

Entry Permit No. :

EPC Issued Date :

Valid upto:

Photo

Signature of  
Contractor  
On the  
photograph &  
seal

Signature of Employee

Signature of Custodian

Extension validity: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

**This is not to be treated as Identity Card/ Identity Proof and should not be used for travelling in Railways.**

CWM's office  
Carriage Workshop  
Matunga  
Date: 03/10/2022

No.E2/Safety/SI

Dy CME (III)/MTN

Sub: Safety Precautions while working at height in the premises on the various project work

Ref:-Directorate of industrial safety and health govt. of Maharashtra circular No;-15/2020 dated 08/06/2020 under L. No-DISH/Insp/3057-69/7A

The Matunga workshop is carrying out the maintenance activities like removal of leakage, changing broken A.C. sheets, damage pre-coated sheets and other engineering activities which involves workers to work on height. With a view to avoid accidents arising out of the work at height, the following precautionary / preventive measures for workers working at height in the premises are required to be applied, which was issued by DISH (directorate of industrial safety & health) Government of Maharashtra as precautionary measure for work on height during pre-monsoon and monsoon season quoted under reference.

- a) Work at height shall be carried out by experienced person only.
- b) Suitable safety harness, full body harness shall be provided to the worker working at height or on fragile roof that prevent the wearer from falling from a height. The harness allows the user to attach themselves to a stationary object. By wearing the belt or harness the risk of injury from a fall is greatly reduced.
- c) Harness shall be connected to lifeline provided over the roofing or fixed structure to prevent the fall of worker.
- d) Lanyards need to be properly selected depending on the height of work.
- e) Fixed crawl boards and roof ladders shall be provided for working on fragile roofing.
- f) Where there is a risk of a fall from or through the structure of a roof and there are no other means to prevent a fall, temporary edge protection (Railing) and/or scaffolding should be installed.
- g) Perimeter or edge protection should be installed on all the exposed edges of a roof which include the perimeters of buildings, the perimeters of skylights or other fragile roof materials, and any openings in the floor or roof.
- h) Isolate the area below roof work wherever there is any danger of people being struck by falling material, debris, tools, and/or material from adjacent cranes or structures.
- i) Wherever possible safety nets shall be provided below the area of work at height such as fragile roof. Safety nets act as a collective fall arrest system, that is, they provide passive protection from falls while allowing people to work at height without restricting their movement.
- j) Work Permit System shall be strictly followed.
- k) Risk assessment shall be done before commencement for work at height, and necessary safety precautions shall be adopted.
- l) The tender should ensure that the person employed for 'Work on height' should be trained to work on height and medically fit.
- m) M.S. net to be provided beneath all transparent Poly Carbonate sheet.
- n) Vertical fall arrestor system to be provided to the Ladders for going on roof.
- o) Work permit to be strictly followed & complied for working on roof shed.

p) Provision of life line system on roof for anchoring the safety harness during working on roof.

q) This work should be carried under supervision of experienced person & only experienced staff should be allowed to work on roof.

**THE DO'S & DON'TS FOR WORKING AT HEIGHT.**

**Do's**

- DO as much work as you can while you are on the ground.
- DO make sure that the employees can safely move to and from the area where they are working at height.
- DO ensure that the equipment that you're using for the job is strong, stable and suitable enough to get the job done. Inspect and maintain them regularly.
- DO be careful when you are working near to a fragile surface.
- DO ensure that you are protected from falling objects.
- DO make preparations for emergency evacuations and rescues.

**Don't**

- DON'T overload the ladders that they are working on, with equipment or materials.
- DON'T try to reach too far when you're on a ladder or stepladder.
- DON'T use ladders or stepladders to do work that entail heavy or strenuous tasks.  
Only use them to do work that's quick and light.
- DON'T allow incompetent workers do any work at height.
- DON'T lean or place the ladder on or fragile upper surfaces.
- DON'T stay quiet when you feel someone is compromising their own safety or the Safety of others.

*Do's & Don't to be displayed at site.*

Moreover it is advised to all concerned authority that the condition mentioned above should be apply in all existing as well as future upcoming contracts having work involve as mentioned above. Hence it is advised to include the above instruction while preparing the tender booklet in all future contracts for the nature of work mentioned above. This statutory requirement to be compliance without fail.

  
(S.N. Shenoy) 4/10/2025  
Dy CME(I)/Chief Safety officer

C/- CWM MTN for kind inf. Please.

C/-All Officers Mech, Elect (G) ,Elec.(EMU) , Stores & XEN

C/-SSE(Works) for inf. and n/a.

C/-SSE(P&W) for inf. and n/a.

C/-SSE(Work Cell) for inf and n/a.

Annexure C4 to CWM/MTN's L.No. E2/Safety/SI dt. 22.09.04

CARRIAGE WORKSHOP, MATUNGA  
CENTRAL RAILWAY, MUMBAI

**Details of PPEs for different activities undertaken by contract labour in MTN shops-**

- |    |   |   |
|----|---|---|
| 1  | RCC blasting/breakage   | : Helmet, Dust masks, Ear muffs, Safety shoes, Safety goggle.   |
| 2  | Handling of Waste products  | : Helmet, Safety shoes, Dust mask.  |
| 3  | Handling of ferrous scrap   | : Helmet, Safety goggles, Hand gloves, Safety shoes   |
| 4  | General maintenance & upkeep of shop premises.                      | : Helmet, Safety shoes, Dust mask   |
| 5  | Pitline maintenance   | : Helmet, Dust mask.  |
| 6  | Working on Industrial shed  | : Helmet, Safety harness, Crawling board, Roof ladder, Safety shoe, Safety net (where considered necessary) |
| 7  | Climbing up / getting down from Height.                             | : Helmet, Safety harness (for heights above 3 meters)   |
| 8  | Tower (Electrical)  | : Helmet, Safety harness  |
| 9  | Working on scaffolders for building Work, plastering, painting etc. | : Helmet, Safety harness  |
| 10 | Mixing cement, sand, lime, Asphalt                                  | : Helmet, Safety goggle, Safety shoe, Dusk mask   |
| 11 | Excavation  | : Safety shoes, Helmet  |
| 12 | Welding/cutting operation   | : Welding safety goggle, Safety screen, Safety shoes, Helmet, Nose mask.                                    |
| 13 | Electric work   | : Rubber hand gloves, Shockproof safety shoes, Discharge Rod  |
| 14 | Dusting by compressed air   | : Dust mask, safety goggles   |
| 15 | LPG Testing on Pantry Car   | : Chemical Nose mask  |

Note: All PPE's should have ISI mark with required specification and should be certified/tested from recognised institutions.

**CONTRACT AGREEMENT**

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

ARTICLES OF AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2022  
Between the President of India acting through the Railway Administration herein after called the "Railway" of the  
one part and \_\_\_\_\_ Hereinafter called the "Contractor" of the other  
part.

WHERE AS the Contractor has agreed with the Railway for the performance of the works \_\_\_\_\_  
set forth in the schedule hereto annexed upon the General Conditions of contract corrected upto Printed/Advance  
Correction Slip No \_\_\_\_\_ dated \_\_\_\_\_ and the special conditions  
and special specifications, if any, and in conformity with the drawings here-into annexed AND WHEREAS the  
performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made  
by the Railways, the Contractors will duly perform the said works in the schedule set forth  
and shall execute the same with great promptness, care and accuracy in a workman like  
manner to the satisfaction of the Railway and will complete the same accordance with the  
said specifications and said drawings and said conditions of contract on or before  
the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ and will maintain the said works for a  
period of \_\_\_\_\_ Calendar months from the certified date of their completion and  
will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of  
this contract as if the same has been fully set forth herein), AND the  
Railway, both hereby agree that if the Contractor shall duly perform the said works in the  
manner aforesaid and observe and keep the said terms and conditions the Railway will pay or cause to be paid to  
the Contractor for the said works on the final completion there of the  
amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor \_\_\_\_\_

Designation \_\_\_\_\_ Rly.  
(For President of India)

Address \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature of contractor.

Signature of witnesses with address

1. \_\_\_\_\_

2. \_\_\_\_\_

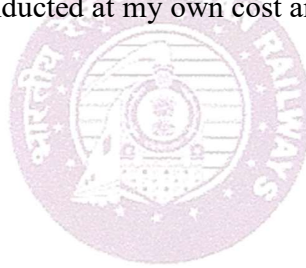
**PROFORMA**

**CENTRAL RAILWAY  
(MECHANICAL DEPARTMENT)  
DECLARATION FOR SITE VISIT**

<b>Tendered Activity: -</b>	
<b>Bid Number: -</b>	

I, \_\_\_\_\_, representing company/organization  
\_\_\_\_\_, hereby certify that I have visited the site of work on date  
\_\_\_\_\_ to assess the site conditions, scope of work, and other relevant details.

I acknowledge that I have examined the site and understood the requirements of the project. I also acknowledge that the site visit was conducted at my own cost and risk.



**Signature of Tenderer(s)  
(Sign & Stamp of tenderer)**

**It is mandatory for all interested Bidders/Tenderers/Contractors to visit the site of work to assess the site conditions, scope of work, and other relevant details. The site visit shall be conducted at the Bidder's/Tenderer's/Contractor's own cost and risk. The Bidder/Tenderer/Contractor is hereby directed to execute and return the Site Visit Certificate (Proforma) attached herewith.**

Registered Acknowledgement Due

**PROFORMA FOR TIME EXTENSION (After Contract Execution)**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

Sub: (i) \_\_\_\_\_ (name of work).

(ii) Acceptance letter no. \_

(iii) Understanding/Agreement no.

Ref: \_\_\_\_\_ (Quote specific application of  
Contractor for extension to the date received)

1. The stipulated date for completion of the work mentioned above is \_\_\_\_\_. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from \_\_\_\_ to \_\_\_\_\_.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of \_\_\_\_\_ (give here the stipulated date for completion with/without any liquidated damage fixed earlier) will be recovered from you as mentioned in Clause 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by \_\_\_\_\_ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

**FINAL SUPPLEMENTARY AGREEMENT**

1. Articles of agreement made this day \_\_\_\_\_ in the year \_\_\_\_\_ between the President of India, acting through the \_\_\_\_\_ Railway Administration having his office at \_\_\_\_\_ herein after called the Railway of the one part and \_\_\_\_\_ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_ dated \_\_\_\_\_ for the performance \_\_\_\_\_ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ including the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ of Value \_\_\_\_\_ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement).

**And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the 3 party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.**

**Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.**

**(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)**

OR

***And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).***

***And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.***

***Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the security deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.***

*(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)*

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s  
Witnesses

for and on behalf of the President of India

ADDRESS: \_\_\_\_\_



**MANDATE FORM FOR EFT/NEFT**

a. PARTICULARS OF THE PARTY

1. NAME: \_\_\_\_\_
2. ADDRESS: \_\_\_\_\_
3. PHONE NO: \_\_\_\_\_ MOBILE \_\_\_\_\_ FAX \_\_\_\_\_
4. INCOME TAX PAN NO: \_\_\_\_\_ EMAIL ID: \_\_\_\_\_

2. PARTICULARS OF BANK ACCOUNT

- i) CITY: \_\_\_\_\_
- ii) BANK NAME: \_\_\_\_\_
- i) BRANCH: \_\_\_\_\_
- ii) BANK ADDRESS: \_\_\_\_\_
- iii) BANK TEL NO: \_\_\_\_\_ FAX NO \_\_\_\_\_
- iv) BANK MICR CODE (9 DIGIT): \_\_\_\_\_
- v) BANK IFS Code: \_\_\_\_\_
- vi) BANK ACCOUNT NO: \_\_\_\_\_  
(Please enclose a cancelled blank cheque)
- vii) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT): \_\_\_\_\_

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

Bank's Seal

\_\_\_\_\_  
Signature of the authorized official of the Bank

4. DECLARATION BY THE PARTY:

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of the party with Stamp

**FORMAT FOR BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

President of India,  
Acting through office of the Chief Workshop Manager,  
Carriage Workshop, Matunga, Mumbai 400 019,  
Central Railway,  
Beneficiary: WAO, Carriage Workshop, Matunga, Mumbai 400019, Central Railway  
Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

In consideration of the President of India (herein after called "the Government") having agreed to exempt \_\_\_\_\_(hereinafter called "the said contractor (s)") from the demand, under the terms and conditions of an Agreement LOA No. RR/PR/WC/\_\_\_\_\_ dated \_\_\_\_\_ made between M/s. \_\_\_\_\_ and **The CWM, office of the Chief Workshop Manager, Carriage Repair Workshop, Central Railway, Matunga, Mumbai-400019** for \_\_\_\_\_ (*name of work*) (hereinafter called "the said Agreement") of performance guarantee for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of an irrevocable bank guarantee for ₹ \_\_\_\_\_ in words (Rupees \_\_\_\_\_ only) i.e. 5% of the contract value.

1. We, \_\_\_\_\_ (hereinafter referred to as "the Bank") (indicate name of the Bank) at the request of \_\_\_\_\_ (contractor (s)) do hereby undertake to pay to the Government an amount not exceeding ₹ \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ (*Indicate the name of the Bank*) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by 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 ₹ \_\_\_\_\_.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) supplier (s) in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (*indicate the name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or **CWM, office of the Chief Workshop Manager, Carriage Repair Workshop, Central Railway, Matunga, Mumbai-400019** Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, \_\_\_\_\_ (*Indicate the name of the Bank*) further agree with the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said

**आरआर/पीआर/डब्लूसी/2163/2025-26/133**  
**RR/PR/WC/2163/2025-26/133**

contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).
7. **We, the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.**
8. 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	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

9. 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.

\_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_

Bank)

Dated the \_\_\_\_\_ day of

For

(Indicate the name of

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

[Designation with Code No.].....

[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.

**Clause 55-B to General Conditions of Contract: Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**

(Ref: Railway Board's letter no. 2012/CE-I/CT/O/22, dated 14.12.2012)

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees Pension Scheme, 1955; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify the railway from and against any claims under the aforesaid Act and the Rules".

(The details of provisions of relevant Acts are as under.)

**Employees' Provident Fund Scheme, 1952:**

**30. Payment of Contributions:**

- i. The employer shall, in the first instance, pay both the contribution payable by himself (in this Scheme referred to as the employer's contribution) and also, on behalf of the member employed by him directly or by or through a contractor, the contribution payable by such member (in this Scheme referred to as the member's contribution).
- ii. In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this Scheme referred to as the employer's contribution) and also administrative charges.
- iii. It shall be the responsibility of the principal employer to pay both the contribution payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor and also administrative charges.

(Explanation: For the purpose of this paragraph, the expression "administrative charges" means such percentage of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concessions admissible thereon) for the time being payable to the employees other than an excluded employee, and in respect of which Provident Fund Contribution are payable as the Central Government may, in consultation with the Central Board and having regard to the resources of the Fund for meeting its normal administrative expenses fix.)

**36-B. Duties of Contractors:**

Every contractor shall, within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the Scheme to the Commissioner.

**Employees' Pension Scheme, 1995:**

Para 3(1) : From and out of the contributions payable by the employer in each month under section 6 of the "Act" or under the rules of the Provident Fund of the establishment which is exempted either under clauses (a) and (b) of sub-section (1) of section 17 of the Act or whose employees are exempted under either paragraph 27 or paragraph 27-A of the Employees' Provident Fund Scheme, 1952, a part of contribution representing 8.33 percent of the Employee's pay shall be remitted by the employer to the Employees' Pension fund within 15 days of the close of every month by a separate bank draft or cheque on account of the Employees' Pension Fund contribution in such a manner as may be specified in this behalf by the Commissioner. The cost of the remittance, if any, shall be borne by the employer.

Para 3(2) : The Central Government shall also contribute at the rate of 1.16 per cent of the pay of the members of the Employees' Pension Scheme and credit the contribution to the Employees' Pension Fund:

Provided that where the pay of the member exceeds Rs.6,500 (Rupees Six thousand and five hundred) per month, the contribution payable by the employer and the Central Government be limited to the amount payable on his pay of Rs.6,500 (Rupees Six thousand and five hundred) only.

Para 4: Payment of Contribution:

- (0) The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by him directly or by or through a contractor.
- (1) It shall be the responsibility of the principal employer to pay the contributions payable to the Employees' Pension Fund by himself in respect of the employees in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor.

**Employees' Deposit Linked Insurance Scheme, 1976:**

**Para 7: Contribution:**

- (1) The contribution payable by the employer and the Central Government under sub-section (2) and sub-section (3) of section 6-C of the Act, shall be calculated on the basis of the basic wages, dearness allowance (including the cash value of any food concession). and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis.

Provided that where the monthly pay of an employee exceeds six thousand five hundred rupees, the contribution payable in respect of him by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of six thousand five hundred rupee including dearness allowance, retaining allowance (if any) and cash value of food concession.

**Para 8: Mode of Payment of Contribution:**

- (1) The contribution by the employer shall be remitted by him together with administrative charges at such rate as the Central Government may fix from time to time under subsection 4 of Section 6-C of the Act, to the Insurance Fund within fifteen days of the close of every month by a separate bank draft or cheque or by remittance in cash in such a manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.
- (2) It shall be the responsibility of the employer to pay the contribution payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor.

Annexure -1

Request letter from Executive branch to Accounts Office for opening of LC

Office of----  
----Railway

No. \_\_\_\_\_

Dated \_\_\_\_\_

The PFA/ Sr.DFM/ Dy. FA  
HQ/ Division/ Workshop/ Cost

Sub: Opening of LC  
Ref: Supply Order/ Contract Agreement No.

\*\*\*

It is requested to open a sight LC against the above referred Order/ Agreement in favour of

\_\_\_\_\_. The details of beneficiary are as under:

- (i) Name of Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/ Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary bank details:
  - a) Bank name
  - b) Address
  - c) Account No.
  - d) IFSC code

It is certified that the supplier/ contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of \_\_\_\_\_

(xi) *Validity / Period for which LC is to be opened.*

(Signature)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

(Official Seal)

*Prem Sagar*  
*Badin*

**Offer Letter (First Sheet)**

**Tender No.:** RR/PR/WC/2163/2025-26/133  
**Name of Work:** Repair/AMC of Digital Ultrasonic Flaw Detectors.

To,

**The President of India  
Acting through the  
Office of the Chief Workshop Manager,  
Carriage Workshop,  
Matunga, Mumbai 400 019**

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

\_\_\_\_\_  
Signature of Tenderer(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of the Tenderer(s)

**Offer Letter (Second sheet)**

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

- (a) Offer sheet / Tender Forms – First Sheet and Second Sheet (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Engineer, \_\_\_\_\_ Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Engineer, \_\_\_\_\_ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

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

**3.** The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway.

The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

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

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

**6. Bid Security:**

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to \_\_\_\_\_ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

**आरआर/पीआर/डब्लूसी/2163/2025-26/133**  
**RR/PR/WC/2163/2025-26/133**

(i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway 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;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

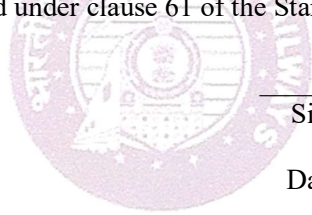
(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

**7. Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

**8.** 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.

**9.** If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

Signature of Witnesses:  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_



\_\_\_\_\_  
Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)  
\_\_\_\_\_

**SCOPE OF WORK for AMC of USFD**

**I. Details of work.**

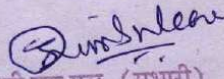
1) Inspection and repairs of Digital Ultrasonic Flaw Detectors for following:

Sr. No.	Model	Sr. No. of USFD	P. O. Number	Date of Commissioning
1	Einstein-II ®	E 5015-2017	42166499151603 dated 10.03.2017	29.11.2017
2		E 5016-2017		
3	Arya-I ®	AA0164-9111	8519535101518 dated 19.08.2019	31-12-2019
4		AA0165-9111		
5		AA0166-9111		
6		AA0167-9111		
7		AA0168-9111		
8		AA0169-9111		
9	Einstein-II ®	E 5245-8180	These USFDs are received from HYT during Augmentation of Wheel Shop	03-09-2019
10		E 5246-8180		03-09-2019
11	Einstein-II ®	E 4989-0917	These machines are handed over to C & M Laboratory, MTN from EMU (POH) Workshop/Sanpada	19/12/2019
12		E 4999-1017		19/12/2019
13		E 5000-1017		19/12/2019
14		E 4998-1017		19/12/2019

- Accessories which are consumable or subject to wear and tear like rechargeable battery, Charger, Probes, Cables, Wedges & Protective cases are not include in AMC.
- Standard components as and when required should be replaced free of cost.
- The major/expensive components, as per Annexure, if replaced, will be charged extra at the fixed price mentioned in the Annexure.
- The contractor will visit unlimited nos. of times for free repair/rectification of the UFD's during the period of the contract if break down or malfunction is noticed.
- Preventive maintenance shall be done quarterly during the AMC period.
- Defective parts if replaced free of charge, will be the property of firm but major /expensive parts if replaced against extra payment will be returned to Railway.
- The contractor will visit the Matunga Workshop periodically and advice the Railway staff for the proper maintenance & up -keep of UFD's.
- The contractor will attend the machine immediately on receipt of the call for attending the defect either by phone by letter.
- The contractor will respond to request of visit within 2 days.
- If UFD machine is taken out of Matunga Workshop for major repair. In that case, the contractor should give Bank Guarantee as per extent rule.
- The contractor will provide counselling and advice regarding the establishment of an adequate inventory of spares parts and consumables.

**II. Work Schedule:**

The contractors' staff is permitted to work from 08:00 hrs. to 16:00 hrs. on working days of Matunga workshop.

  
सी.एम.एस. (प्रभारी)  
रसा. एवं धा प्रयो, माटुंगा  
CMS (In-Charge)  
C & M Lab, Matunga

  
रसायनज्ञ एवं धातुविज्ञानी  
मध्य रेल, सवारी डिब्बा कारखाना,  
माटुंगा, मुंबई - 19  
Chemist & Metallurgist  
C. Rly. Carriage Workshop.

**III. Payment Terms:**

- 1) 100% payment to be made (quarterly basis) after completion of job. Firm shall submit the bill for every quarter (3 months) to CMS (In-charge) C&M Lab for further processing. Payment will be made through NEFT only.

**IV. Conditions of Performance:**

- 1) The contractor will aim for ensuring an up-keeping of the machine for 100% efficiency.
- 2) The performance of any service described in this contract is conditional upon the terms contained herein. Any addition or difference in the terms proposed by the contract is liable to be terminated in case of unsatisfactory performance of the contractor, or in case Railway issue three (03) or more warning letter of displeasure during one calendar month. The Railway will issue at its discretion a letter giving a formal notice period of one (01) month for termination of the contract.
- 3) An authorized representative of the Railway will issue a letter clarifying attendance and the work done by the contractor.
- 4) Contractor will bring all the necessary instruments and the tools required in the service.
- 5) Contractor may be sent the machine to their Head Office for major repair work. The expenditure in this regard will be managed by the contractor only.

**V. Railways Responsibilities:**

Without prejudice to the other provisions of the contract the Railway will agree to the following:

- 1) Provide free, prompt and reasonable access for the contractors' staff to observe the operation of the machine.
- 2) Depute necessary supervisor as may be required in connection with the services offered herein.
- 3) Provide all the above facilities promptly on the request of visiting contractors' staff.

**VI. Safety:**

The contractor shall exercise reasonable precautions at all times for safety of their employees at the worksite. The contractor may from time to time, conduct safety audits to ensure that the safe condition exists and make recommendations to the Railways concerning the same.

Only Terms and Conditions herein contained along with conditions of tender and no other shall govern this contract. No variation alteration of the contract shall be binding on the Railway unless such variations or alterations are endorsed on the agreement or area governed by an officer duly authorized for the purpose.

The contractor shall be responsible for the good conduct, behaviour and the safety of the labourers from the time they enter into the premises of the MTN Workshop, Central Railway till the time they quit the said premises.

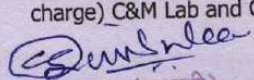
The Railway shall not be responsible for any accident that may occur to contractors' labourers and servants due to any reason whatsoever.

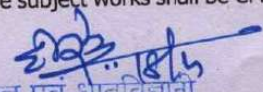
The contractor shall reimburse on demand to the railway for any loss or damage done to any property caused directly or indirectly by the contractor's labourers, agents or servants, whether or not arising from negligence or want of caution and care on their part and the decision of the CWM Matunga, for the time as to whether any loss to the Railway's property has been caused by the contractor's labourers, agents or servants and an amount of such loss shall be final and binding of the contractor and shall never be disputed by him.

**VII. Penalty:**

- 1) Railway administration may at its sole discretion impose a penalty of ₹ 500/- per day, in case the contractor fails to attend the breakdown reported by Railway representative within two working days. The decision of Railway representative shall be final and binding on the contractor.

**VIII. Monitoring & Inspection: Monitoring & Inspecting Authority for the subject works shall be CMS (In-charge) C&M Lab and CMT/MTN, respectively.**

  
सी.एस.एस. (प्रभारी)  
रसा. एवं धा प्रयो, माटुंगा  
CMS (In-Charge)  
C&M Lab, Matunga

  
रसायनज्ञ एवं धातुविज्ञानी  
मध्य रेल, सवारी डिवा काखाना,  
माटुंगा, मुंबई - 19  
Chemist & Metallurgist  
Workshop

Annexure-A

Details and prices of "MAJOR REPLACEMENTS"

(To be charged extra, if required)

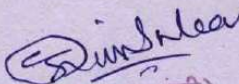
Annexure-I NON-CONSUMABLE MAJOR ELECTRONICS COMPONENTS FOR DIGITAL ULTRASONIC AXLE  
TESTER MODEL EINSTEIN-II -R

Sr. No.	Description
	ELECTRONIC COMPONENTS
1	IC (Memory-Special)
2	IC (Amplifier)
3	IC (Main CPU)
4	DC to DC Converter
5	Thyristor
6	LCD/TFT Display Colour
7	Membrane Key Board
8	Complete CPU Board
9	Amplifier Board
10	LCD Board (Without LCD)
11	Battery Charging Connector (Male)
12	Battery Charging Connector (Female)
13	Top Pate for UFD Machine

Annexure-II – Spares for MODEL Arya 1 (R)

Sr. No.		Description
		ELECTRONIC COMPONENTS
1	RAr1	LED Display
2	RAr2	Keyboard
3	RAr3	Housing Top
4	RAr4	Housing Bottom
5	RAr5	LCD Filter
6	RAr6	CPU board
7	RAr7	SBC Board
8	RAr8	TX Board
9	RAr9	Thyristor
10	RAr10	DC to DC convertor module
11	RAr11	Charger Connector
12	RAr12	Channel Assembly
13	RAr13	Xilinx VLSI chip
14	RAr14	Amplifier General IC
15	RAr15	Amplifier main IC

**Note:** Rate schedule for above items and additional items if required to be quoted with tender offer.

  
सी.एम.एस. (प्रभारी)  
रसा. एवं धा प्रयो, माटुंगा  
CMS (In-Charge)  
C & M Lab, Matunga

  
रसायनज्ञ एवं धातुविज्ञानी  
मध्य रेल, सवारी डिब्बा कारखाना,  
माटुंगा, मुंबई - 19  
Chemist & Metallurgist  
C. Rly. Carriage Workshop.  
Matunga, Mumbai - 19.

**OFFER SHEET**

**PLEASE NOTE –**

**DO NOT MENTION OR SUBMIT ANY OFFER IN THIS OFFER SHEET.  
THIS OFFER SHEET IS FOR ILLUSTRATION/GUIDANCE PURPOSE ONLY &  
BIDDERS ARE TO SUBMIT THE ONLINE BID/OFFER ON IREPS ONLY.**

**Tender No. : RR/PR/WC/2163/2025-26/133**

**Name of work : Repair/AMC of Digital Ultrasonic Flow Detectors.**

Sr. No.	Description	Unit	Qty.	Unit Rate	Total cost
1	AMC of Digital Ultrasonic Flow Detectors, Model Einstein-II ® (Make- Modsonic Instr. Mfg. Co. (P) Ltd., Ahmedabad) for 08 machines	Month	24	₹ 20,000	₹ 4,80,000.00
2	AMC of Digital Ultrasonic Flow Detectors, Model Arya-I ® (Make- Modsonic Instr. Mfg. Co. (P) Ltd., Ahmedabad) for 06 machines.	Month	24	₹ 13,500	₹ 3,24,000.00
3	Condition based items repair including components listed in Annexure A and Annexure B to be changed/replaced as and when required.	Lump sum	1	₹ 5,00,000	₹ 5,00,000.00
<b>Total cost (Incl. of all)</b>					<b>₹ 13,04,000.00/-</b>

**Scheduled of work is as per scope of work attached herewith.**

I/We agree to carry out the above work with item wise percentage **Above/ Below/ At Par (SUBMITTED ON IREPS)** with the estimated rated by Railways shown above.

**NOTE:**

1. Schedule of work is as per scope of work attached to the Tender document.
2. **Rates should be quoted inclusive of all taxes, Provident Fund, ESIC contribution, other applicable labour laws provisions etc.**
3. The tenderer has to quote the relevant chapter referring GST along with the rate of GST both State and Center clearly with GSTN registration number.

**Signature of tenderer  
Stamp and seal  
Date**

**Note for Guidance:**

CONTRACTOR

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For Dy. Chief Mechanical Engineer-I/MTN

- 1) It is certified that I/We have inspected the site of work & acquainted myself/ourselves with local conditions.
- 2) I/We undertake to keep this offer valid for **60 days (in case of two packet system of tendering 90 days)** from the date of opening of tender and further not to revoke the same before the expiry of such period.
- 3) Tenderer(s) should quote the rate inclusive of all applicable taxes and levies etc.

The contractor 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.

In case, the contractor 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.

Contractor shall pass on the benefit due to reduction in rate of tax or from input tax credit to Railways by way of commensurate reduction in prices.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A of Standard GCC, 2022 or latest and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

- 4) Any overwriting / correction have to be attested / countersigned by the tenderer(s).
- 5) The above work will be subject to the General Conditions of Contract in force on Central Railway in addition to the Special terms and conditions as laid down below.

I / We hereby agree to carry out the work at the rates quoted by me/us duly accepted by Railway and abide by the special terms and conditions as laid down herein above.

Contractor's Signature and Stamp.

**Please note: This Annexure is only for the information of tenderer. The tenderer has to offer his rates in the format of e-tender module on website [www.ireps.gov.in](http://www.ireps.gov.in) duly noting down the conditions and instructions in this section. The tenderer should not submit the offered rates on this page.**

**Annexure- J**

Annexure-2

LCDA No. (18 DIGIT IPAS GENERATED NO.)  
Dated: \_\_\_\_\_

**DOCUMENT OF AUTHORIZATION**

Reference: (i) Works Contract/ Supply Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
(ii) Inland Letter of Credit No. \_\_\_\_\_ Dated \_\_\_\_\_

This document is issued against contract No.----(FROM IREPS)----- dated-----for supply/ work of ---  
(DESCRIPTION OF GOODS/ WORK FROM IREPS)-----

The beneficiary of the aforementioned Letter of Credit M/s ...(NAME AND VENDOR CODE)...(Vendor Code...as per IRPES...) is entitled to receive payment, aggregating INR...\$\$\$.....(FROM ABSTRACT OF BILL PASSED).. out of a total LC amount of INR...(FROM MASTER TABLE OF LC OPENED)..... against the first/second\* commercial Invoice No.(FROM IPAS)\_\_\_\_\_ dated \_\_\_\_ FROM IPAS \_\_\_\_ for INR(FROM IPAS )----- raised against the above contract from State Bank of India----(branch-FROM LC MASTER TABLE)---, on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)
Total Paid						

THIS PAYMENT: - \$\$\$ \_\_\_\_\_

LC BALANCE AFTER THIS PAYMENT: \_\_\_\_\_

(Signature of authorised Railway authority)

Name

Designation

Official Seal

*Pran Sagar*  
*P. Singh*


-2-

role and responsibility of the Zonal Railways etc. as Principal Employer under aforesaid Acts.

Hence, violation of any of aforesaid legislations/anyother applicable Labour Legislations would entail punitive/penal proceedings under relevant laws against Contractors as well as against Principal Employers.

3. However, it has been recently brought to the notice of the Apex level and Board that Contractors have been indulging in many irregularities especially in payment of wages to Contract Labour. It has also been brought to attention that Contract Labour employed in various Railway departments are not being paid Minimum Wages as per the latest Minimum Wages orders (w.e.f. 01.04.2017). It may be recalled that orders of Ministry of Labour and Employment on Minimum Wages have been circulated vide Railway Board's letter No. 2016/E(LL)/AT/MW/1 (RBE No. 50/2017) dated 05.06.2017. Moreover, recently, there has been allegations that some unscrupulous Contractors are resorting to various stratagem to deceitfully deprive Contract Labour of their rightful wages. Such deceitful practices include (i) Payment of less wages through cash; and (ii) forcibly grabbing, beforehand, of ATM/Debit Cards of Contract Labour so that Contractors can withdraw, unauthorisedly, part of the wages (paid in the bank directly) received by Contract Labour. Non-payment of minimum wages to the workers is a criminal offence since it violates the statutory provisions. In order to curb/eliminate such malpractices, Railway Board have been repeatedly issuing detailed instructions on the subject matter. Some of these are cited in reference of this letter. Keeping in view of the fact violation of Minimum Wages Act, 1948 and related orders, deprive Contract Labour of their just and legal rights and also leads to violation of conditions of Contract (exposing Principal Employer to the risk of proceedings under these Acts), these unscrupulous Contractors are liable to be taken up under relevant punitive/penal proceedings. It is directed that whenever any complaint in this regard is received, stringent deterrent penal actions should be taken by following due procedure.

4. In view of the fact that the Contract Labour are engaged by various departments of Zonal Railways, PUs, etc., it is incumbent on the Principal Heads of the departments to put in place a robust mechanism so that no violation of labour laws takes place in their respective departments. It is, therefore, directed that if any such/other complaints are received, the guilty contractors should be black-listed and their Contract should be terminated following the due procedure, apart from initiating criminal proceedings against them with the help of Labour department officials. Since, non-compliance of terms and conditions of GCC entails violation of contractual obligations, any reluctance on the part of a contractor to award minimum wages to contract labour, for the period during which he had admittedly worked, is violative of contract conditions, illegal, unfair and violates the Fundamental right of the Right to Life. Therefore, the Railways are directed to ensure the compliance of the labour laws (particularly registration as Principal Employer, ensuring that Contractors have requisite license and ensuring other beneficial provisions) and related orders as well as to see that payment of minimum wages to the contract labour engaged directly (Such as Para-medical staff etc.) or through Contractors is ensured, both in letter and spirit.

  
(Manju)  
Joint Director(E(LL))  
Railway Board.

Page 2 of 2

**END OF TENDER DOCUMENT**