



**EAST CENTRAL RAILWAY  
DANAPUR DIVISION  
TENDER DOCUMENT**

**TENDER NO: - ECR-AD-OT-02-26-27**

**DATE OF OPENING: - As per NIT**

**Type of Tender:- Works**

<b>Name of Work: -</b>	Repairing/Overhauling of defective Air dryers of MEMU Motor Coaches at MEMU Car Shed Jhajha.
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<p><b><i>Office of Sr. DIVISIONAL ELECTRICAL ENGINEER EAST CENTRAL RAILWAY; JHAJHA BIHAR</i></b></p>
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**East Central Railway**

**OPEN TENDER NOTICE NO. ECR-AD-OT-02-26-27**

open tender (on IREPS Portal) is invited on behalf of President of India for under mentioned works

1.	Name of work with its location	“Repairing/Overhauling of defective Air dryers of MEMU Motor Coaches at MEMU Car Shed Jhajha”.
2.	Approx cost of the work.	Rs. <b>4576901.40/-</b> (Rupees Forty Five Lakh Seventy Six Thousand Nine Hundred One and Forty paisa Only)
3.	Earnest Money to be deposited.	<i>As per GCC-2022, TDC is Nil &amp; The cost of Bid Security (EMD) for the instant tender will be</i> Rs. 91500/- (Rs. Ninety One Thousand Five Hundred Only). <i>Payment of Earnest Money Deposit (EMD) in respect of e-tendering, should be accepted through net banking or payment gateway only on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a></i>
4	Date & Time for submission of tender and opening of tender.	Date & Time for submission of tender – As per NIT on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> Date & Time of opening of tender – As per NIT on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
5.	Website particulars & Notice Board location where complete details of tender can be seen etc.	The tender notice is available on website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>

**Sr. Divisional Electrical Engineer/Jhajha**  
**East Central Railway, Danapur**  
**(For and on behalf of President of India)**

## NOTICE INVITING OPEN TENDER

### OPEN TENDER NOTICE No. ECR-AD-OT-02-26-27

The Divisional Railway Manager, E.C.Railway, Danapur is inviting sealed Open Tender for and on behalf of the President of India from reputed contractor with experience, financial capability including those registered/working with Railway/Irrigation/CPWD/MES or any other public sector undertaking for the following work :-

S. N.	Name of work	Approx. Cost (Rs.)	Cost of Tender Paper (Rs.)	Earnest Money (Rs.)	D.O.C.	Date of Opening
1.	Repairing/Overhauling of defective Air dryers of MEMU Motor Coaches at MEMU Car Shed Jhajha.	4576901.40/-	As per GCC- April 2022- "E-Tender Forms shall be issued free of cost to all tenderers".	91500/-	12 Month (Twelve Month)	As per NIT

**Note:** 1) The tender documents shall be obtained and opened on [www.ireps.gov.in](http://www.ireps.gov.in) portal.

- 2) The details scope has been described in the Tender Documents. However details can also be collected from the office of undersigned. It is presumed that every tenderer is fully conversant with the **Indian Railways Standard General Conditions of Contract-April, 2022** corrected up to date before submitting tender for any work. **Indian Railways Standard General Conditions of Contract- April, 2022** corrected up to date may be seen from the office of the Sr.Divisional Electrical Engineer/MEMU /E.C.Rly, Jhajha.
3. (a) In case the office is closed due to unprecedented reason the tender will be opened on next working day.
- (b) The tenderers are advised to visit the site of the work and acquaint themselves with the condition and expected quantum of work in their own interest.
- (c) The Standing Bid Security (EMD) will not be acceptable and tender without valid Bid security money shall be summarily rejected.
- (d) The successful bidder should give a performance guarantee amounting to **5% of the contract value** at the time of execution of agreement as per **Indian Railways Standard General Conditions of Contract-April, 2022.**
- (e) The Railways reserve the right to either cancel the tender or reject the tenders without assigning any reason.
- (f) Railway Administration reserves the right to change/ Alter/Cancel the tender without any notice.
- (g) Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.
- (h) Contractors are allowed to make payments against this tender towards tender Bid Security only through E- payment modes available ON IREPS portal LIKE net banking, debit card, credit card etc. Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.

Sr. Divisional Electrical Engineer/Jhajha  
East Central Railway, Danapur

## IMPORTANT POINTS FOR GUIDANCE FOR TENDERER

1. E-tender will be opened As per date and time mentioned in NIT in the office of the Sr. Divisional Electrical Engineer, MEMU car shed, Jhajha, E.C.Rly. If the office is closed on the stipulated date and time due to some unaccounted holiday or bandh etc. the tender will be opened on the next working day at the same time.
2. **Payment of Bid Security** : As per GCC- April 2022, the cost of **Bid Security (EMD) is Rs.91500/-**.
3. Digitally signed documents for fulfilment against eligibility criteria must be submitted along with the E-tender. No any other documents received subsequently will be taken into consideration for assessment and judgment of the offer. Tender will be decided purely on the basis of documents available/attached **(in readable condition)** with the E-tender.
4. Tenderer(s) are to abide by the Indian Railways **General Conditions of Contract April, 2022 with all correction slip issued up to date and as per the Special Conditions of contract and Specifications of materials as mentioned in the tender document.**
5. Until a formal agreement is prepared and executed, communication of acceptance of tender shall constitute a binding contract subject to modifications, as may be mutually agreed to between Railways and the successful bidder and as indicated in the letter of acceptance for the work.
  1. The following documents form part of Tender/Contract:
    - (i) Special conditions/Specifications as mentioned above.
    - (ii) Schedule of approximate quantities.
    - (iii) Indian Railway GCC April 2022 as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer/MEMU car shed, Jhajha, E.C. Railway.
6. 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.
7. The Tenderer(s) shall quote his/her/their rates for specific work as mentioned in the corresponding Annexure as applicable for the work. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule as per the approximate quantity.
8. Tenderers will examine the various provisions of the Central Goods and Service Tax Act, 2017 (CGST)/Integrated Goods and Service Tax Act, 2017 (IGST)/Union Territory Goods and Service Tax Act, 2017 (UTGST)/respective state's State Goods and Service 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.
9. 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.
10. 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.

11. 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 invoices 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 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 as per provisions of GST Law.

12. 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.
13. In the 'Scope of works & Schedule of Rates', rates against each item of work should be quoted.
14. 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.
15. The tenderer shall keep the offer open for **a period of 60 (Sixty) days** from the date of opening of the tender.
16. Rights of the Railway to Deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall 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.
17. **Contractor should maintain all types of records should abide all labour law including minimum wage & provisions applicable, should make available all record relating to labour law provisions for inspection as and when demanded from this office during currency of this contract.**
18. **The instant E-tender will be done through IREPS portal, accordingly all the proceedings will be done through IREPS portal as per RB guideline.**

Sr. Divisional Electrical Engineer/Jhajha  
East Central Railway, Danapur

**EAST CENTRAL RAILWAY**

**Tender form (First Sheet)**

Tender Notice No: ECR-AD-OT-02-26-27

**Name of Work:** Repairing/Overhauling of defective Air dryers of MEMU Motor Coaches at MEMU Car Shed Jhajha.  
To,

The President of India

Acting through the Chief Mechanical engineer/Dy. Chief Mechanical Engineer/Hajipur

DRM / Sr. Divnl. Electrical Engineer, East Central Railway/Jhajha.

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 tender open for acceptance for a period of **60 (Sixty) days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for **East Central Railway**, at the rates quoted in the attached bills of quantities and hereby bind myself/ourselves to complete the work in all respects **within 01 years i.e. 12 Months** from the date of start of work.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract April, 2022, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A Bid Security of Rs. \_\_\_\_\_ has already been deposited online. 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 Witnesses:

\_\_\_\_\_

\_\_\_\_\_

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

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

## **TENDER FORM (Second Sheet)**

**Tender Notice No.** ECR-AD-OT-02-26-27

**1. Instructions to tenderers and conditions of tender:** The following documents form part of Tender/Contract:-

- a. Notice Inviting Open Tender
- b. Tender forms – First Sheet and Second Sheet
- c. Schedule of approximate quantities
- d. Schedule of items (schedule –D, rebate)
- e. Scope of work and other conditions
- f. General conditions
- g. Format for Annexure-V, V(A), VIA , VIB & VIC
- h. Annexure 01
- i. Certificate of Familiarisation Annexure-02
- j. Mandate Form Annexure-03
- k. Declaration Annexure-04,05 & 06
- l. Standard General Conditions of Contract and standard specifications for materials and works of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer/MEMU car shed, East Central Railway, Jhajha or obtained from the office of Chief Electrical Engineer, East Central Railway on payment of prescribed charges.
- m. Schedule of Rates, as amended/corrected upto latest Correction Slips, copies of which be seen in the office of Sr. Divisional Electrical Engineer/MEMU car shed, East Central Railway, Jhajha or obtained from the office of Chief electrical Engineer, East Central Railway on payment of prescribed charges.
- n. All General and detailed drawings pertaining to this work which will be issued by Engineer or his representatives (from time to time) with all changes and modifications(If Applicable).

**2. Drawings for the work:** - The drawing for the work can be seen in the office of the Sr. Divisional Electrical Engineer/MEMU car shed, East Central Railway, Jhajha 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 schedule of Rates of the East Central Railway as applicable to Jhajha Division except where he/they are required to quote item rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule. 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 Tenderer(s) in his/their entries must be attested by him/them.
- 5.** The works are required to be completed within a period of **01 years i.e. 12 months** from the date of start of work.

## **6. Bid Security –**

- (a) As per para 5(1)-a of GCC- April 2022, the tender must be accompanied by a sum of **Rs.91500.00** as Bid Security deposited in cash through e-payment gateway or 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 (Sixty) days 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 resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Sr. Divisional Mechanical Engineer/LS/SPJ of East Central Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted,
- (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 fulfilment 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 fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
- The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen there to 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 their tender or after the acceptance of his/her tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of GCC- 2022, unless the firm retains its character as per partnership agreement. If a sole proprietor expires 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/ contract as terminated under clause of 61 of the GCC- April 2022.



## **10. Eligibility Criteria:**

10.1 **Technical Eligibility Criteria** : Not Applicable for this tender as per Clause no. 10.4 of GCC for works 2022.

10.2 **Financial Eligibility Criteria**: Not Applicable for this tender as per Clause no. 10.4 of GCC for works 2022.

10.3 **Bid Capacity**: Not applicable for tender value below 20 Crores.

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

### **10.5 Special Technical Eligibility Criteria:**

*(Authority: Approval of PCME/ECR vide letter no ECR/MEC/ELE/MEMU/102 dated 15.11.2021)*

1. The tenderer must have successfully completed any work of repair/overhauling/maintenance of air dryers in any Electric Loco Shed/Diesel Shed/MEMU Shed/DEMU Shed/Workshop/Production Unit/Coaching Depot or any other units of Indian Railway.

2. The tenderer shall submit credentials/experience certificate regarding previous works done of repairing/overhauling of air dryers while submitting bid for tender. Non-submission of relevant document will lead to summarily rejection of bid/offer.

## **11. Tenderer Credentials:**

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their 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 the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of 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 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 upto two years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security(EMD), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

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

**13. Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Sr. Divisional Electrical Engineer, MEMU car shed Jhajha, East Central Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

**14. Documents to be Submitted Along with Tender**

(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 / HUF 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) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract-2022.

(ii) All other documents in terms of explanatory notes in clause 10 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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

- (iii) All other documents in terms of explanatory notes in clause 10 above.
- (c) Partnership Firm:**
  - (i) The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet) of IR GCC- April-2022.
- (d) Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet) of IR GCC-April-2022.
- (e) Company registered under Companies Act 2013:**
  - (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
  - (ii) A copy of Certificate of Incorporation
  - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
  - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
- (f) LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act- 2008, the tenderer shall submit along with the tender:
  - (i) A copy of LLP Agreement
  - (ii) A copy of Certificate of Incorporation
  - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
  - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
  - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
- (g) Registered Society & Registered Trust:** The tenderer shall submit:
  - (i) A copy of the Certificate of Registration
  - (ii) A copy of Deed of Formation
  - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
  - (iv) All other documents in terms of explanatory notes in clause 10 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 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 / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change 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.

- 15.** The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF 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 favour 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. The above power of attorney shall be submitted **even if** such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour 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.*

**16. 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 a retired Engineer of the gazetted rank or any other gazette 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

THEN

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 16.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-April 2022.

## **JOINT VENTURE (JV) IN WORKS TENDERS**

**17. Participation of Joint Venture (JV) in Works Tender:** Not allowed for this tender.

**18. Participation of Partnership Firms in works tenders:**

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the

contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) 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.

(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 **Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

**Other Instruction:-**

**1. System of Verification of Tenderer's credentials:**

(Authority: Rly Bd Letter No.2017/Trans/01/Policy New Delhi dated: 08-02-2018.)

- a. For the works tenders, it has been decided to adopt the affidavit- based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his / their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer shall be self - attested / digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as ***"documents supporting the claim of qualifying the laid down eligibility criteria"*** will be considered for evaluating his / their tender.
- b. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure –V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate 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.
- i) 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.
- ii) In case of any wrong information submitted by tenderer, the contract shall be terminated, Bid Security, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.

Signature of Tenderer(s)

Date: .....

Sr. Divisional Electrical Engineer

MEMU car shed Jhajha

**TENDER SCHEDULE**  
**SCHEDULED OF RATES**  
**Rates to be quoted by tenders**

**Name of work:** “Repairing/Overhauling of defective Air dryers of MEMU Motor Coaches at MEMU Car Shed Jhajha.”

Sl. No	Description of Work	Qty.	Unit	Unit Rate (Including GST @ 18%)	Total Value (Including GST @ 18%)	Unit Rates including GST @ 18% to be filled by tenderer (₹)	Amount (₹)
Schedule A – Repairing/Overhauling of FTRIL make Air dryer							
1.	Overhauling of FTRIL make Air Dryer (36 month schedule)	27	Nos.	18880	509760.00		
2.	Must change item of FTRIL make Air Dryer	27	Set	42480	1146960.00		
3a.	Condition based item of FTRIL make Air Dryer Pressure switch	15	Nos.	10620	159300.00		
3b.	Condition based item of FTRIL make Air Dryer Timer Circuit board (PCB)	27	Nos.	12390	334530.00		
3c.	Condition based item of FTRIL make Air Dryer Male burndy connector assembly	10	Nos.	1770	17700.00		
3d.	Condition based item of FTRIL make Air Dryer Female burndy connector assembly	10	Nos.	2419	24190.00		
3e.	Condition based item of FTRIL make Air Dryer Purge valve assembly	10	Nos.	20060	200600.00		
3f.	Condition based item of FTRIL make Air Dryer Drain valve assembly	10	Nos.	11800	118000.00		
	Sub Total Cost for Sch. A (Including GST @ 18%)				2511040.00		
Schedule B– Repairing/Overhauling of Trident make Air dryer							
1.	Overhauling of Trident make Air Dryer ( 36 month schedule )	12	Nos.	18880	226560.00		
2.	Must change item of Trident make Air Dryer	12	Set	46893.2	562718.40		



3a.	Condition based item of Trident make Air Dryer Controller Loco Dryer	12	Nos.	17936	215232.00		
3b.	Condition based item of Trident make Air Dryer Solenoid Valve	24	Nos.	8260	198240.00		
3c.	Condition based item of Trident make Air Dryer Pressure Switch	12	Nos.	8496	101952.00		
3d.	Condition based item of Trident make Air Dryer Purge Valve Assembly Left	06	Nos.	16815	100890.00		
3e.	Condition based item of Trident make Air Dryer Purge Valve Assembly Right	06	Nos.	16815	100890.00		
3f.	Condition based item of Trident make Air Dryer Drain Valve Assembly	06	Nos.	18880	113280.00		
<b>Sub Total Cost for Sch. B (Including GST @ 18%)</b>					<b>1619762.40</b>		
<b>Schedule C– Repairing/Overhauling of SIL make Air dryer</b>							
1.	Overhauling of SIL make Air Dryer ( 36 month schedule )	04	Nos.	18880	75520.00		
2.	Must change item of SIL make Air Dryer	04	Set	37760	151040.00		
3a.	Condition based item of SIL make Air Dryer Pressure Switch	03	Nos.	18290	54870.00		
3b.	Condition based item of SIL make Air Dryer Electronic control module	04	Nos.	21240	84960.00		
3c.	Condition based item of SIL make Air Dryer Auto Drain Valve Assembly	02	Nos.	12980	25960.00		
3d.	Condition based item of SIL make Air Dryer Purge valve Right	02	Nos.	12390	24780.00		
3e.	Condition based item of SIL make Air Dryer Purge Valve Left	02	Nos.	12390	24780.00		
3f.	Condition based item of SIL make Air Dryer Male Burndy connector	01	No.	1770	1770.00		

3g.	Condition based item of SIL make Air Dryer Female Burndy connector	01	No.	2419	2419.00		
<b>Sub Total Cost for Sch. C (Including GST @ 18%)</b>					<b>446099.00</b>		
<b>Total Cost of the work (Sch.-A + Sch.-B + Sch.-C)</b>					<b>4576901.40</b>		
<b>Total Rs. Forty Five Lakh Seventy Six Thousand Nine Hundred One and Forty paisa only.</b>							

The quantities shown in above Schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at \_\_\_\_\_ % above/below the Schedule of Rates of the Railway as applicable to \_\_\_\_\_ Division or at the rates quoted above for each item.

Dated \_\_\_\_\_

Signature of the Tenderer(s)

Note: Columns 1 to 4 shall be filled by the office of the Authority inviting tender. Columns 5 & 6 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

Signature of Tenderer(s)

Date: .....

Sr. Divisional Electrical Engineer

MEMU car shed Jhajha

**East Central Railway**

Schedule of items (Schedule – D (Rebate))

**Tender Notice No. ECR-AD-OT-02-26-27**

**Name of work:** “Repairing/Overhauling of defective Air dryers of MEMU Motor Coaches at MEMU Car Shed Jhajha.”

I/We offer a general rebate of (\_\_\_\_\_) % (\_\_\_\_\_) as rebate on each items of the tender schedules.

**NOTES:**

1. If any tenderer wishes to give rebate on the rates quoted by him, the same may be filled up by him in this schedule.
2. It is to be noted that such rebate, if offered, shall apply on rates quoted for all items in all the schedules of this tender document. Such a rebate shall be totally unconditional.
3. In case tenderer does not wish to give any rebate, he should write ‘NIL’ in this schedule.
4. In case nothing has been filled in by tenderer in this schedule, it will be treated as ‘NIL’ and shall be so recorded in the blanks above at the time of opening of this tender by the officials opening this tender.
5. If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender. However, if his tend is accepted by the Railway, it will avail the aforesaid rebate.

Signature of the tenderer

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

### **Scope of work and other conditions**

**Tender No. ECR-AD-OT-02-26-27**

**Name of work:** "Repairing/Overhauling of defective Air dryers of MEMU Motor Coaches at MEMU Car Shed Jhajha."

1. The scope of the work includes carrying out one time overhauling schedule in all type/make Air Dryers Conventional at MEMU Car Shed Jhajha Using the necessary tools and consumable items required for overhauling work.
2. All the spares/Consumable required during overhauling will be supplied by the firm.
3. The contractor has to firstly carry out the one time overhauling which are presently overdue thereafter overhauling schedule will be carried out later as directed by Railway representative.
4. The sequence of overhauling work shall broadly be as under.
  - a) Removal of Air Dryer from MEMU Motor coach.
  - b) Transporting that Air Dryer to the designated place in Shed premises.
  - c) Cleaning of the Air Dryer.
  - d) Joint inspection with representative of Sr.DEE/MEMU/JAJ.
  - e) Dismantling of the Air Dryer.
  - f) Cleaning the Air Dryer parts.
  - g) Replacement of the spare parts.
  - h) Assembly of Air Dryer.
  - i) Testing of the Air Dryer.
  - j) Joint note with representative of Sr.DEE/MEMU/JAJ.
  - k) After testing of Air Dryer if found suitable/will be fitted on MEMU Motor coach by the contractor.
5. Before undertaking the Repairing work of Air-dryer a joint check report will be prepared by representative of Sr.DEE/MEMU/JAJ and contractor's representative.
6. During overhauling schedule requirement of spare as attached in **ATTACHMENT – A, B, C, D, E, F** will be supplied by the firm.
7. All maintenance schedule & complete testing of Air dryer to be done in presence of representative of Sr.DEE/MEMU/JAJ after overhauling as per RDSO instructions.
8. Joint inspection will be done after completion of overhauling work & testing of each Air Dryer of different make by authorized representative Sr. DEE/MEMU/JAJ and authorized representative of firm as per testing procedure.
9. Warranty against these repair/ defects of spare supplied & replaced will be for a period of 01 year from date of fitment.
10. The work should be done under shed premises of MEMU car Shed Jhajha, the work shall be started at within 30 days of receipt of letter of acceptance/work order and to be completed within 01 years & payment will be made on quarterly basis on actual work done.

11. If there is non-performance/bad workmanship/non-satisfactory work then the contractor would be served a 07 days' notice to make improvements. On expiry of 7 days' notice, if contractor fails to make good or performance does not improve, then Railways have the liberty to issue 48 hours' notice of termination. On expiry of 48 hours' notice period, contract would be terminated by issuing a letter and on such termination, contractor's entire Security Deposit and Performance Guarantee available with Railways plus any dues arising from the works executed by the contractor will be forfeited. The same will be processed as per the relevant clauses of GCC/2022 or latest.
12. Defective Air Dryers will be made available for repairing/overhauling to Contractor as and when it is available at MEMU Shed Jhajha or MEMU coach with defective air dryers return to MEMU Shed Jhajha for maintenance. Contractor shall deploy their team for repairing/overhauling, after consulting Sr. DEE/MEMU/JAJ representative accordingly.
13. Under any circumstances, the deployed staff should not start the work without prior permission of the representative of Sr. DEE/MEMU/JAJ. The representative of Sr. DEE/MEMU/JAJ should similarly be informed regarding completion of the work.
14. Contractor has to replace any staff deployed, if so advised by the Railways.
15. Wearing of helmet and following all the safety rules by the worker of the contractor will be ensured by the contractor.
16. Railway shall not be liable to any loss / injury to contractor's staff and contractor indemnifies Railway administration from such losses / claim whatsoever arising out such losses / injury.
17. Electricity required for this work will be supplied free of cost by railway.
18. Any failure of supplied parts during warranty period to be replaced by contractor free of cost without any delay.
19. No accommodation and travel pass will be provided by Railways to employed contractor's worker/labour.
20. All the fasteners, coupling, nut, bolts, bushes, welding material etc. required for this work has to be supplied /arranged by the contractor himself.
21. Any other instructions related to work, which is directly linked with safety and quality of work issued by this office shall be followed by the contractor.
22. The work will be carried out during day time at MEMU Car Shed, Jhajha in supervision of Railway representative.
23. The contractor should take utmost care to ensure that no damage to the train / coach / railway property done due to any act of workmen while carrying out this work.
24. The work to be done in such a manner that daily schedule work will not be get hampered.
25. Materials / consumables to be supplied in this contract have to be deposited with Railway (SSE/Store/MEMU/JAJ) through delivery challan. The supplied materials will be inspected by Sr. DEE/MEMU/JAJ's authorized representative(s) and will be issued to the contractor's representative as and when required.
26. The Railway administration reserve the right without assigning any reason whatsoever to reduce/ alter the quantum of work.

27. The successful trader has to arrange the man power, machineries and other related accessories required for execution of the work.
28. The released material if any will be retained by the railway.
29. Conditional based items of different make of Air dryer as per mentioned in **Attachment D, E, F** to be changed if found required in a joint inspection Report subjected to approval of Sr. DEE/MEMU/JAJ.
30. Any left out T & C will be dealt with GCC/2022 of I.R or with latest/ up-date correction slip.

**Note: - Material for overhauling as mentioned below to be procured from respective OEM/authorized agency only. No other make will be accepted.**

A spare kit of different make for must change items & conditions base is as per attached.

- 1. Must change items of Air dryer for overhauling in M48 schedule:** During overhauling the firm shall compulsorily replace all the material tabulated below:

**ATTACHMENT – A (Must change items during M48 for FTRTIL make air dryer)**

Sl. No.	Description	Part No.	Qty. Per Air Dryer (Nos)
1.	Inlet man coalesce kit (AD)	790029165	1
2.	Kit for final filter	790029125	1
3.	Regenerating orifice kit (AD)	790029111	1
4.	Kit for desiccant CAN (Smaller)	790029245	2
5.	Inlet check valve kit (AD)	790029135	2
6.	Drain valve kit (AD)	790029175	1
7.	Outlet check valve kit (AD)	790029145	2
8.	Purge valve kit (AD)	790029295	2
9.	Solenoid assembly kit (AD)	790029155A	2
10.	Compactor assembly kit (AD)	790029205	2
11.	Humidity indicator Kit (AD)	790029105A	2
12.	O Ring (ID 1.359 x width -0.139)	029719000A	8
13.	O Ring (ID 5.234 x width -0.139)	029715000A	4
14.	O Ring	0297180000A	1
15.	O Ring (ID 1.734 x width -0.139)	029713000A	2
16.	Electrical Box Gasket	29712000	1
17.	Tetra seal for Drain valve	29720000	1
18.	O Ring	029701500A	1
19.	Gasket for Burndy Connector	29707500	1

**ATTACHMENT – B (Must change items during M-36/48 for Trident make air dryer)**

Sl. No.	Description	Part No.	Qty. Per Air Dryer (Nos)
1.	Filter element	AD433	1
2.	Filter Top cup	CD668	1
3.	Filter Bottom cup	CD669	1
4.	Spare kit filter bottom	AS443	1
5.	Spare Kit valve Double Poppet	AS444	1
6.	Filter element M250Y	AC077	1
7.	Spare kit valve shuttle	AS708	1
8.	Spare kit valve purge	AS446	2
9.	Bag Cartridge desiccant	CD671	2
10.	Spring Compactor	CD673	2
11.	Spare kit Seals tower	AS447	1
12.	Sub Assy Humidity Indicator	AD925	2
13.	Gasket pad Amisco Solenoid valve	AS079A	2
14.	Seal Kit Controller Box	AS709	1

**ATTACHMENT – C (Must change items during M-36/48 for Stone India Limited (SIL) make air dryer)**

Sl. No.	Description	Part No.	Qty. Per Air Dryer (Nos)
1.	Filter Coalescing	09870601	1
2.	Nut 3/8 inch hex lock	71115603	1
3.	Washer 3/8" lock self-sealing	09870701	1
4.	'O' Ring 4.237 ID	09872644	1
5.	Kit Humidity Indicator Rebuild	09891301	2
6.	'O' Ring 2" OD	09872641	4
7.	'O' Ring 1/2" OD	09872642	8
8.	Check Valve Seal	09876501	4
9.	'O' Ring 1.739 ID	09872643	4
10.	Gasket Flange 1"	09872741	6
11.	Gasket Flange 3/8"	09872742	3
12.	'O' Ring 4.487 ID	09872645	2
13.	'O' Ring 6" OD	09872646	4
14.	Desiccant Element	09890901	2
15.	VALVE Solenoid 110 V DC	09883502	2
16.	Drain valve Repair Kit	09891101	1 set
17.	Purge valve Repair Kit	09891201	2 set
18.	Piston	09873801	4
19.	Return spring	09874901	2

- 2. Condition basis items replacement Air Dryer:** These items will be accessed during inspection by authorized representative of Sr. DEE/MEMU/JAJ & Firm's representative before taking up to work.

**ATTACHMENT – D (Condition based items for FTRIL make Air dryers)**

Sl. No.	Description	Part No.	Qty. per Air Dryer (Nos)
1.	Pressure Switch	029106500 or 029106600	1
2.	Timer Circuit Board (PCB)	780351000	1
3.	Male Burndy Connector Assembly	29130000	1
4.	Female Burndy Connector Assembly	29130000	1
5.	Purge Valve Assembly	-	1
6.	Drain Valve Assembly	-	1

**ATTACHMENT – E (Condition based items for Trident make Air dryers)**

Sl. No.	Description	Part No.	Qty. per Air Dryer (Nos)
1.	Controller Loco Dryer	AD1224	1
2.	Solenoid Valve	AS079	2
3.	Pressure Switch	CE484	1
4.	Purge Valve Assembly Left	AD930	1
5.	Purge Valve Assembly Right	AD912	1
6.	Drain Valve Assembly	PE052	1

**ATTACHMENT – F (Condition based items for Stone India Limited (SIL) make air dryer)**

Sl. No.	Description	Part No.	Qty. Per Air Dryer (Nos)
1.	Pressure Switch	09871901	1
2.	Electronic Control Module	09872401	1
3.	Auto Drain Valve Assembly	09890101	1
4.	Purge Valve Right	09890201	1
5.	Purge Valve Left	09890202	1
6.	Male Burndy Connector	09876201	1
7.	Female Burndy Connector	09876101	1



## **GENERAL CONDITION**

1. In all matter not expressly provided for or allowed for herein the execution to works shall be in accordance with the East Central Railway, **Indian Railways Standard General Conditions of Contract-April/2022** edition with all amendments till date (with all correction slips) and to carry out the work according to the special conditions of contract and specification of materials and works as laid down by the Railway in the annexed Special condition/ specifications, Schedule of Rates corrected up to date with all correction slips for the present contract. Moreover the following conditions will also prevail in addition to those laid down in the book of general condition of contract etc. referred to above where there is any conflict between the instructions or conditions specification contained in the special conditions of this tender and any of these which appear in the Book of **Indian Railways Standard General Conditions of Contract-April/2022** edition referred to in this contract the former shall prevail.
2. All work throughout will have to be done in an approved workman like manner and according to detailed drawings pertaining to the work to be supplied by this Rly. Administration with all detailed plan which may be modified and issued from time to time.
3. It should be clearly understood that all materials required for the work except the materials which have been specifically mentioned to be supplied by the Rly. Free of cost shall be supplied to the contractor at the site of work at his own cost and no carriage of the same will be paid by the Rly. (Carriage loading, unloading handling etc.) For these materials are included in the rates given in the schedule L & M rates.
4. No tools and plants shall be supplied by the Rly. And the contractor will have to make own arrangement for their supply free of any extra charges for the same.
5. No passes and concessional facilities either for travel of contractor or his agents or his labour transportation materials be allowed by the Railway.
6. If the contractor fails to return any excess unused materials supplied by the Railway, the cost there of shall be recovered from its issue rates plus Rly. Freight, handling loading incidental and supervision charges at prevailing rates increase by 100 percent.
7. No work should be done unless work order is issued for the same. No claim for work against which sanctioned work order has not been issued will be admissible.
8. No arrangement for supply of Petrol, Coal and other consumable materials required for the work will be done by the Railway and the contractor will have to make his own arrangement for same.
9. **Recovery of Taxes:**
  - (i) Income Tax will be recovered from all the bills of the contractors as applicable.
  - (ii) Imposition of taxes in the instant tender shall be in compliance with the GST Act-2017 (Current notifications of central government, Railway administration with all future corrections/amendments/inclusion etc.).Regarding subsequent to the enactment of GST Act modification of para (a) of clause 6, Part-I of GCC-2014 Rly. Bd. has given direction vide L. No. 2017/CE-I/CT/4/GST,dt:23.06.17 which will be complied in the instant tender.
  - (iii) 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

bill under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

{Authority-Railway Bd's letter No.2008/RS(G)/777/1,dt:06.07.17}

(iv) In case of any additional statutory taxes levied by State/Central Government during execution of contract or same will also be considered by Railway administration and binding to the contractor.

10. Subject as otherwise provided in this tender all notices to be given on behalf of the President of India and all other action to be taken on his behalf may be given or taken on his behalf by the Sr.DEE/MEMU/JAJ.
11. The Contractor must make his own arrangement for the supply of good drinking water to the workman employed him in connection with this work.
12. The materials to be supplied by the contractor should conform to the standard specification as per East Central Railway Engineering Deptt's Hand Book of Standard Specifications for Works & Materials and **Indian Railways Standard General Conditions of Contract-April/2022** and amendment to General Condition of contract on which the schedule of rates is based with up to date correction slips.
13. Contractors not already working in Danapur Division in this Railway should submit along the tender copies of recent testimonials with regard of their experience to show that he/they has have carried out works of this nature. In case of the firm they should also submit the constitution of firm Partnership deed and power of attorney etc. along with tender failing which the railway administration reserves the right to reject such tender.
14. All materials to be supplied by the contractor shall be subject to prior inspection and approved at site by the Sr. Divisional Electrical Engineer/MEMU/JAJ or his representative. Contractor's materials which due to any reason have been ordered by the Sr. Divisional Electrical Engineer/MEMU/JAJ or his representative to be removed from site must be removed by the contractor within 7 days of receipt of the order failing which the Railway Administration will be at liberty to remove by the and/or dispose of these material at their discretion in any manner may think fit and expenses incurred in this connection will be recovered from dues of the contractor. The contractor will in no case be entitle to any compensation to this.
15. Contractor will be paid for the quantity of work actually done by him according to **Indian Railways Standard General Conditions of Contract-April/2022** and standard specifications for works & materials and amendment to General Condition of contract (Works contract) on which the schedule of rates is based with up to date correction slips and no separate payment will be made for any quantity of materials supplied and brought to site of work to him. The work can also be increased or decreased any item by the Engineer-in-charge of the work. No claim whatsoever will be entertained in this regard.
16. In the event of termination of this contract as per rules the contractor will have to remove all his materials lying surplus at site and not paid for, within 15 days of the receipt of the notice of termination of his contract issued to him by the Railway. In case of his failure to do so the Rly. Administration will have the option to take over the materials at the rate fixed by the Sr. DEE/MEMU/JAJ and remove the same from site of work at the cost of the contractor.

17. All materials supplied by the contractor would be of the best quality i.e. according to IS Specification or Railway specification as the case may be.
18. If necessary, Sr. DEE/MEMU/JAJ or any of his representatives must be freely allowed to inspect the materials in the godown/site of manufacture.
19. The Rly. administration however reserve the right that if necessary certain items of works as provided in the agreement may be done by any other suitable means as may be decided by Sr. Divisional Electrical Engineer/MEMU/JAJ for which no extra claim whatsoever will be entertained.
20. Contractors will at his own expenses clear the site of work and provide all necessary labour, page, stings etc. to Sr. Divisional Electrical Engineer/MEMU/JAJ or his representative to check setting and the contractors will correct errors at his own expense.
21. (a) Unless excluded by or repugment to the context, the expression "Tenderer" wherever accruing in addition to the "contractor" shall be deemed to mean "contractor" i.e. contractor whose tender has been accepted.  
  
(b) Unless excluded or repugment to the context, the expression East India Rly./ E. Railway/ S.Railway Wherever accruing in the work order and or the condition of contract shall be deemed to be substituted by the expression E.C.Rly.
22. a) The administration reserve the right to make any change of quantity of work as and when required during execution. No claim for any change whatsoever will be entertained.  
b) The contractor must not enter into any commitment whatsoever for purchase of materials or for engagement of labour in advance or in any other way till execution of the agreement as the mere acceptance of the tender is not authority for entering into such commitment. In any case, written order from the Railway authority should be obtained before materializing any commitment.  
c) The acceptance of the tender does not entitle the contractor for any compensation in case the work is not done even after the execution of agreement.

23. **BID SECURITY:-**

- (1) (a) The tenderer shall be required to deposit earnest money 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 earnest money shall be as under:

Value of the Work	Bid Security
For works estimated to cost up to Rs. 1 crore	2% of the estimated cost of the work
For works estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore

Note:

- i) The bid security shall be rounded to the nearest Rs.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) 100% Govt. owned PSUs shall be exempt from payment of bid security detailed above.
  - iv) Labour Cooperative Societies shall deposit 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 resale 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 clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Indian Railways Standard General Conditions of Contract-April/2022. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The bid security shall be deposited in cash through e-payment gateway or as mentioned in tender documents, 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.

24. **SECURITY DEPOSIT:**

24.1 The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encased 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 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.

24.2 **Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:

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

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

24.4 No interest shall be payable upon the Earnest Money 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.

25. **PERFORMANCE GUARANTEE (P.G):-**

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 upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 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 against that contract. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the contract value:
  - (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;

(iii) Insurance Surety Bond as per Annexure-VIB

**Note:**

1. The provision of insurance Surety Bond shall be for all contracts having DOC within 36 months only.
  2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of performance guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of agreement.
- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defense Deposits;
- (xi) National Defense Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO/E.C.Rly/HJP (free from any encumbrance) may be accepted.
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) Deposit in the Post Office Saving Bank;
- (vii) Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO/E.C. Rly/HJP (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. **This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.**
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (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 the GCC.

26. **Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

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

**(i) Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

**(ii) Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or

threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

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

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 26A(i) or/and 26A(ii) or/ and 26A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than **15 days** before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

**26-B. Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 26 and 26A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Performa at Annexure-VII of IR GCC-2022) as the Engineer may decide.



On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of liquidated damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

**NOTE:**

In a contract, where extension(s) of time have been allowed once under clause 26B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 26A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 26B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 26B.

**26-C. Bonus for Early Completion of Work:** In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

27. A. **Contractor's understanding:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

- B. **Commencement of Works:** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
28. A. **Compliance to Engineer's Instructions:** The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- B. **Alterations to be Authorized:** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under written instructions from the Engineer.
- C. **Extra Works:** Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.
- D. **Separate Contracts in Connection with Works:** The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.
29. **Instruction of Engineer's Representative:** Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
30. **Use of Material:**
- All the material required for execution of the work is to be procured from the suppliers / manufactures of Railway approved sources i.e. RDSO/CLW/OEM approved sources as per the latest vendor list. Contractor has to produce the documentary evidence for purchase of materials from the approved sources during inspection to the Railway representative.

31. **Warranty:-**

- (i) Tenderers should give the warranty for 12 months from the date of fitment.
- (ii) Warranty shall be towards the defect free service with respect to imperfection, shrinkages, workmanship and failure of any associated components covered under the contract.
- (iii) On being informed of a failure of a Overhauled air dryer during the warranty period, the contractor shall, within 03 days of being informed(e-mail/Whatsapp/Telephonically) by O/o Sr. DEE/MEMU/JAJ arrange to inspect and attend the failed Overhauled air dryer for warranty repairs. The warranty repairs shall have to be completed within 01 day after getting the failed Overhauled air dryer. The penalty @ Rs.1000/- per day will be imposed on the tenderers by Railways for delays in compliance of the warranty application. The records of penalty clause operated should be maintained for evaluation of the sources.
- (iv) After rectification of defects, air dryer will be offered/accepted after inspection as per the condition of the contract.
- (v) The decision of the E.C.RAILWAY in regard to the cause of failure and nature of rectification to be carried out by the contractor shall be final and binding on the part of the contractor. During warrantee cost of all repair materials required and to and fro transport charges will be borne by the contractor.

32. **Penalty clauses:-**

- (i) Penalty Clause would be governed as per GCC 2022 with latest correction slip and would be recovered from the on account bills or before the final payment is made. The decision of the Sr. Divl. Electrical Engineer/MEMU/JAJ, in this respect shall be final and binding on the contractor.
- (ii) **Special Penalty Clause:-**
  - (a) Firm has to start the work within 30 days from the date of issue of LOA. If the contractor fails to start the within above mentioned time a Token Penalty of Rs. 300/- per day will be charged for the delay beyond 30 days i. e. 31<sup>st</sup> day after the date of issue of LOA.
  - (b) The contractor has to overhaul the air dryer within 02 days from the date of handing over the motor coach at MEMU car shed Jhajha. If the contractor fails to complete the work within 2 days a token penalty of Rs. 500/- per air dryer per day will be imposed.
  - (c) A penalty of Rs. 1000/- will be imposed for the violation of safety rules for every such instances.
  - (d) For delay on the account of contractor penalty will be according to Indian general condition contract of July 2022. @ 2% per week subject to maximum of 5% of the contact value thereof will be deducted from the bill if the work is not completed within specified period. After receipt of completion report by the firm, the work will be inspected and passed by the authorized representative of Sr. DEE/MEMU/JAJ.
- (iii) The decision of the Sr.DEE/MEMU/JAJ in this respect shall be final and binding on the contractor, alternatively the work shall be got done by other agencies or shall be completed by the Railway. Administration self at contractor's cost and risk and the amount

of loss or the damage that may be sustained by the Rly. Administration by reason of such failure on the part of the contractor shall be recovered from the contractors bill or any other dues that may be payable to the contractor and the decision of the Railway Administration in this respect shall be final and binding on the contractor.

- (iv) If such failures as aforesaid shall have arisen from any cause which the Railway Administration may admit as being a reasonable ground for extension of time the Sr. Divl. Elect Engineer/Memu/JAJ shall allow such additional time. As he may in his absolute discretion considered being reasonable & justified by the circumstances of the case. The decision of the Railway Administration in this respect shall be final and binding on the contractor.

33. **Payment conditions:-**

- i. Payment for the work completed will be made on quarterly basis after the inspection and testing by an authorized representative of Railway duly certified by the concerned authorized Engineer-in Charge after completion of servicing work of each air dryer. All the claims for payment shall be produced in Railway's Standard bill proforma after filling the measurement book and shall be accompanied with Railway's Inspection Certificate and Guarantee certificate, all test reports, Material receipt challan i.e. material receipt in good condition, Certificate from the contractor and the Railway's Engineer that all the Material used is from approved sources as per latest technical specification and/or any other certificate as applicable for this work.
- ii. The payment shall be made as per the schedule of work.
- iii. Procedure for claiming payment shall be as per the provisions contained in General conditions of Contract.
- iv. The contractor shall submit Tax Invoice/Bill duly segregating the basic cost & GST with SAC/ HSN code for the subject work duly certified as per extant rule along with documentary proof for payment GST.
- v. The bills shall be submitted to at the office of Sr.DEE/MEMU/JAJ who is the bill-passing officer and the bill- paying officer is Sr. DFM/DNR.
- vi. National Electronic fund transfer system (NEFT) for making payments to contractors has become mandatory and hence please submit the bank account details. The attested copy of the NEFT format details by the concerned Bank Manager shall be enclosed with the bill.
- vii. Security Deposit shall be recovered from the on-account bills as per extent rules.
- viii. All Taxes as applicable will be deducted from bill.

34. **VARIATIONS IN EXTENT OF CONTRACT**

**Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

- A. Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- B.** (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
  - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - d. Variation to quantities of Minor Value Item:  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as

an item whose original agreement value is less than 1 % of the total original contract value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

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

(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

C. **Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of **Indian Railways Standard General Conditions of Contract- April/2022**.

### 35. **CLAIMS**

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

B. **Signing of "No Claim" Certificate:** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor

shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

36. **Post Payment Audit:** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.
37. **Withholding and Lien in Respect of Sums Claimed:** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.
38. **A Lien in Respect of Claims in other Contracts:**
- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
  - (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from

the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

39. Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

40. **Price Variation during Extended Period of Contract**

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17-B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the Standard General Conditions of Contract; as the case may be.
- b) In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the



Standard General Conditions of Contract.

*{Authority : Railway Board's letter No.2017/CE-I/CT/8/GCC/Committee, Dated, 05/11/2018}*

41. The rates quoted by the contractors should be inclusive of all other charges (including materials), corporation municipal license fees and all other incidental charges that may be necessary for the proper execution of the work.
42. The quantities of materials used shall be as calculated from analysis for corresponding items of work as per East Central Rly. Analysis to which the contractor has accepted.
43. Every endeavour will be made to supply the materials required to be supplied by the Rly. in time, but in case, it is delayed for any reason whatsoever, no claim will be entertained on these account.
44. Time is the essence of contract and the-work should be completed within the stipulated time embodied in the agreement.
45. The administration reserves the right to make any change in quantity, delete any item or items of work, reduce or increase the quantities and get these works done by any other suitable means or not to do these works all over after execution of the agreement as their own discretion without obtaining the prior consent of the contractor.
46. In any case the contractor shall have to do whatsoever works be ordered pertaining to this contract at the rates quoted and approved by Railway and no claim whatsoever will be entertained for any change in the agreement and Indian Railways Standard General Conditions of Contract-April/2022 will be applicable.
47. If during the course of execution of the work the contractor has to do any items of works not covered by the schedule, labour and materials, an analysed rate based on the schedule of labour and material rates plus the sanctioned percentages increase will be worked out. The contractor is to accept the rates as finally decided by the Sr. Divisional Electrical Engineer E.C.Railway, Jhajha or his representative.
48. The Railway Administration may extend the period of contract for period whatsoever by giving notice to the contractor and the contractor shall be bound to complete the work within the period so extended and the terms and conditions of the original contract will also be operative during the extended period.
49. The contractor shall not be entitled to any compensation for any delay of execution of the work arising or due to caused from Rly. Side. The delay so caused will be assessed and if accepted by the Sr.DEE/MEMU/JAJ and contractor immediately for determining any extension of time required for completion to work, for which purpose only such accepted delay will be taken into consideration. If the matter is not brought to the notice of the Sr.DEE/MEMU/JAJ immediately after such delays occur, no consideration for extension of time will be made later. The contractor must accept as final and binding the decision of the Sr.DEE/MEMU/JAJ.
50. Successful tenderers may also be asked to do night working to execute the work as and when it will be necessary and it should be noted that no extra payment will be made on this account save and except when the same has been provided for in original schedule of items.
51. All released materials except which are considered to be reused in to work should be returned to concerned SSE/MEMU/JAJ of Shed by the contractor. No extra payment will be made for this.

52. Railway reserve the right to increase or decrease the quantity or the value of the contract and Railway does not guarantee to give work against each item of the tender schedule and contractor's will not be entitled to any claim and compensation on this account.
53. The General conditions of contract will mean the General conditions of contract as amended and or corrected from time to time and obtaining at the time of the acceptance of the tender and at the time of execution of the agreement mentioned in clause under condition of tender, it shall be the responsibility of the contractor before submitting his tender and again before tendering in the said agreement to ascertain all amendments and or correction made in the said general condition of contract.
54. If the contractor does not return the excess unused materials plants and tools supplied by the Railway within a fortnight from the date of completion of works or determination of contract (as the case may be) Railway shall be entitled to recover the cost of such materials plants and tools at the issue rates plus Railway freight handling loading supervision and incidental charges at the rates fixed by the Rly to this will be added an increase of 100 percent after expiry of the said period of fortnight it will be the option of the Railway to accept the return provided the contractors pays compensation due to the determination damage and/or wear tear and/or use of the said unused excess material plants and tools. The amount of such compensation shall be assessed by the Engineer and his decision in this respect shall be final and binding on the contractor.
55. The provision of contract labour (Regulation & Abolition) Act 1970 and contract labour (Regulation and Abolition) Central Rules 1971 with all its additions alteration and amendments as may be made from time to time shall be fully binding on the contractors and shall become part of the contract there of The violation of any of the statutory provision of the said Act and Rule shall be ordered as breach of essential and substantial terms and conditions of the contract and with the result of the contract may be abrogated forthwith at time initiative of the Rly. Administration. The contractor besides his other liabilities shall also be bound and liable to the Rly. Administration (Principal employer) being the parties to the contract to pay and/or compensate for the expense which the Rly. had to incur to fulfil the terms and conditions and/or provisions of the said Act and Rule because of failure on the part of the contract to fulfil these terms and condition and/or provisions of the said Act and Rules and fulfil these terms and condition and/or provision of the said Act and Rules and Rly. Admn. (Principal employer) one of the parties to the contract shall be at liberty to deduct the amount as may be ascertained in the manner as provided or in the Act and rule or otherwise at the direction.
56. **Disaster Management:-**"Vehicles and equipment of contractors can be drafted by Railway Administration in case of natural calamities involving human lives". However in normal cases of any mishappening with contractor's labour or technician, the responsibility totally lies with the contractor only.
57. **Imposition of token penalty for delay in the completion of work:** The Existing clause 17(B) of **Indian Railways Standard General Condition of Contract, April, 2022** provides for recovery of liquidated damages from the contractor for delay in completion of work. However, the competent

authority while granting extension to the currency of contract under clause 17(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

58. **Arbitration :**

All disputes and difference of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after determination of the contract, shall be referred by the contractor to the Railway and the same shall be dealt under clause 63 & 64 of Indian Railways Standard General Condition of Contract, April, 2022 in so far as it relates to the present contract.

59. **DECLARATION: Regarding tender documents downloaded from website. The tenderer, hereby, declares that the tender documents (being submitted after downloading the same from website) are exactly the same which has been published by Railway. No addition/ alteration/deletion has been done in the tender document by the tenderer, else the tender will be summarily rejected. If it is detected having modified at any stage, the same will be treated as invalid, i.e. terms & conditions as provided in the original tender documents will prevail and will be binding on both side.**

60. Regarding payment will be made through EFT/TCS/RTGS/NEFT for which tenderer should filled mandate form as 'Annexure-6' along with tender documents properly.

61. In case of any additional statutory taxes levied by State/Central Government during execution of contractor same will also be considered by Railway administration and binding to the contractor.

62. To adhere all the clause no. 54, 54-A, 55, 55-A, B, C, D and other clause as mentioned in the GCC- April 2022 related with Labours Laws will be the sole liability/responsibility of the firm and as desired by the Railway or local body (finance), the firm will be asked to submit related documents to this office.

63. **Any left out terms & conditions, discrepancy/ambiguity of this tender document will be dealt as per IR GCC-April 2022 with up to date Advance correction slip (ACS) with latest amendments.**

Full Signature of Tenderer(s)

Date:

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

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

M/S \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the tender documents for the work of 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 regarding 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 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 railway administration shall be final and bidding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the documents /credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (*insert name of the tenderer*) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we 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:

Date:

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

ANNEXURE-V (A)

Reference -Para 6.1 of ITT of General Standard Conditions of Contract, April'2022

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

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

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

SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Date:

**(Bid Security)**

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

**Name of the Bank: -----**

President of India,

Acting through

....., Railway,

Beneficiary..... Railway

Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

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

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

**AND**

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

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

6. This guarantee will remain valid and effective from.....[insert date of issue]till .....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
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*),.....Railway,.....(hereinafter called "The Railway") having accepted the bid of M/S .....hereinafter called the contractor, for the work of..... Under invitation for bids No..... , Dated....., Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹..... (Rupees .....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 authorised person of the Surety*], have, at the request of the M/s \_\_\_\_\_ 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 \_\_\_\_\_ ( Rupees \_\_\_\_\_ 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 \_\_\_\_\_ (*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 totalling 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 favour 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 \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only)
- b. This Surety Bond shall be valid up to \_\_\_\_\_ (*being the date of expiry*);
- c. Unless the bank is served a written claim or demand on or before \_\_\_\_\_ [*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 2025

15. 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.]

**Annexure –VIC**

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of General Standard Conditions of Contract, April'2022

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)**

**EAST CENTRAL RAILWAY****ANNEXURE – 1****TENDERERS ARE REQUIRED TO FILL/ATTACHED IN THE FOLLOWING WHILE SUBMITTING THE OFFER**

<b>Sl.</b>	<b>Subject</b>	<b>Matter to be filled in by the Tenderer(s)</b>
<b>1.</b>	Tender form	
<b>2.</b>	Bid Security Particulars with Validity/Declaration	
<b>3.</b>	Whether current STCC and Sales tax Registration certificate submitted?	
<b>4.</b>	Whether partnership deed, Articles and memorandum of association, certificate of Incorporation, Power of Attorney etc. attached	
<b>5.</b>	PAN certificate	
<b>6.</b>	GST Certificate	
<b>7.</b>	Work experience certificate of similar nature of works	
<b>8.</b>	Deviation sheet	
<b>9.</b>	Declaration regarding employment of retired Railway employee	
<b>10.</b>	Certificate of familiarization	
<b>11.</b>	Annexure-01 of tender document	
<b>12.</b>	Bid security declaration	
<b>13.</b>	Last 3 years audited balance sheet	
<b>14.</b>	Company profile- Details of plant and machinery with the tenderer Details of personnel and organization of the tenderer.	
<b>15.</b>	Bank mandate form with cancel cheques of bank account	
<b>16.</b>	Authorization for signing of tender board resolution for signing authority	
<b>17.</b>	Format for certificate	

**Signature of Tenderer(s)**

**EAST CENTRAL RAILWAY**

**CERTIFICATE OF FAMILIARISATION:**

I/We hereby solemnly declare that I/We visited the site of above work and have familiarized myself/ ourselves of the working conditions there in all respects and in particular the following:

1. Details of the works are to be done as per eligibility criteria as per Tender notice.
2. Availability of local labour, both skilled and unskilled and the prevailing labour rates.
3. Availability of water and electricity.
4. The existing roads and access to the site of work.
5. Availability of space for putting labour camps, offices, stores godown, engineering yard, etc.
6. Sources and availability of construction materials and rates for construction materials.

**Signature of Tenderer(s)**

MANDATE FORM BY  
VENDOR/CONTRACTOR/EMPLOYEE FOR  
EFT/TCS/RTGS/NEFT PAYMENT

S.N.	Description	Details
1.	Firm/Person/ Party's Name	
2.	Address	
3.	Telephone No. / Cell No. & Fax	
4.	E-mail	
5.	Pan No.	
6.	Particulars of Bank Account.	
A.	Name of Bank	
B.	Name of the Branch Address	
C.	9-Digit Code number of the bank and branch appearing on the MICR Cheque issued by the Bank.	
D.	Type of the account (S.B. Current or Cash Credit)	
E.	IFS CODE	
F.	Account Number (as appearing on the cheque book).	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not held the user institution responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the scheme.

( )  
Signature of the Supplier/ Party/Employee

Date:

(Please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars.).

(Where the cheque does not carry IFS Code, an attestation from Bank attesting the IFS Code should be given) Certified that the particulars furnished above are correct as per our records.

Bank's Stamp.

Date:

( )  
Signature of the  
authorized  
Official of the  
Bank (Where  
required)

**DECLARATION REGARDING  
NON-ASSOCIATION WITH GAZETTED RAILWAY OFFICER / ENGINEER**

***(E-Tender No. ECR-AD-OT-02-26-27)***

I / We hereby declare that I / We have no association with any retired / employed Gazetted Officer / Engineer of East Central railway or any of the other railways in India in any way as indicated in detail as per clause no. 16(a), 16(b) and 16(c) of Tender Forms (Second Sheet) of GCC-2022 attached with the Tender documents in connection with ***E- Tender No. ECR-AD-OT-02-26-27*** for the work “*Repairing/Overhauling of defective Air dryers of MEMU Motor Coaches at MEMU Car Shed Jhajha*” through open tender basis”.

**Signature of Tenderer(s)  
with seal**

**DECLARATION REGARDING ASSOCIATION WITH GAZETTED RAILWAY OFFICER /  
ENGINEER**

**(E-Tender No. ECR-AD-OT-02-26-27)**

Sl. No.	Name	Relation with the tenderer(s)	If working in Railway on the date of tendering  <i>(Details as per clause no. 16(c) of Tender Forms (Second Sheet) of GCC-2022</i>	If retired from Railway, on the date of tendering  <i>(Details as per clause no. 16(a) &amp; 16(b) of Tender Forms (Second Sheet) of GCC-2022</i>		
			Status (Designation & place of posting)	Status (Designation & place of posting)	Date of retirement	Particulars of permission taken

**Signature of Tenderer(s)  
With seal**



**DECLARATION OF BLACK LISTING OF FIRM**

It is also certified that I/we have not been black listed or debarred by Railway or any other Ministry/Department/ Public Sector under taking of the Govt. of India/ State Govt. from participation in tenders/ contracts on the date of tender opening of bids, either in individual capacity or as a member of the partnership firm or as a member of JV firm in which, I/We were/are partner/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

**Date**

**Signature of the tenderer  
With seal**

**“End of the Document”**