

Tender No. IMF-MP-PLG-NBQS-578 C

Tender Document Issued to:-

M/S
.....
.....against receipt of
Rs. _____ on date:.....

Book No. _____

Cost of Tender Rs.3,000.00

NORTHEAST FRONTIER RAILWAY
C & W WORKSHOP, NEW BONGAIGAON
TENDER NO.: IMF-MP-PLG-NBQS-578 C
Name Of The Work: Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.
Approximate cost of the work: - Rs. 32,21,676.00
Bid Security: - Rs 64,400.00
Validity of offer: - 90 (Ninety) days
Date & Time of closing Tender: 06.07.2026 at 15.00 hrs.
Completion Period: - 24 Months from the date of issue of Letter of Acceptance.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

PREAMBLE

1. NAME OF THE WORK: Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.

2. SCOPE OF WORK:

All the works shall be executed as per details given in technical specifications/special conditions and other supplements.

3. TENDER BID:

The details are given in “Instructions to Tenderer and Conditions of Tender”.

4. QUALIFYING CRITERIA:

For qualifying in the bid the contractor shall be required to meet the eligibility requirements as given in “Instructions to Tenderer and Conditions of Tender” **and as detailed in “Special Conditions of the Tender”.**

5. LAST DATE OF SUBMISSION:

The tender shall be received up to 15.00 hrs. of **06.07.2026**

6. COMPLETION PERIOD OF THE WORK:

The entire works are/is to be completed within **24 Months** from the date of issue of Letter of Acceptance.

7. THE ADDRESS TO WHICH CORRESPONDENCES AND DOCUMENTS RELATING THE CONTRACT SHOULD BE SENT:

Chief Workshop Manager, C&W Workshop, N.F. Railway, New Bongaigaon, Assam, Pin-783381.

8. SPECIFICATIONS / DRAWINGS:

Reference of specifications / drawings of the important equipment, components and other materials in compliance with all the technical requirements are as per the Tender Document.

9. SCHEDULE OF QUANTITIES:

The schedule of Quantities for supplies & various works are indicated in schedule of work. The Tenderer is advised to quote for all items.

CHAPTER-I
REGULATIONS FOR TENDERS AND CONTRACTS
(TENDER FORM FIRST SHEET)

Name Of The Work: Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.

Approximate cost of the work: Rs. 32,21,676.00

Bid Security : Rs 64,400.00

To,

The President of India
Acting through the Chief Workshop Manager, C & W Workshop
N. F. Railway, New Bongaigaon– 783381

1.I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 120days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

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

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

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

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

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

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

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

TENDER FORM (Second Sheet)**1. INSTRUCTIONS TO TENDERS AND CONDITIONS OF TENDER:**

The following documents form part of Tender/ Contract:

- (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Bill(s) of quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Chief Workshop Manager, C&W workshop, N.F. Railway, New Bongaigaon or obtained from the office of the Chief Engineer, N.F. Railway on payment of prescribed charges.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of Chief Workshop Manager, C&W workshop, N.F. Railway, New Bongaigaon or obtained from the office of the Chief Engineer, N.F. Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the Chief Workshop Manager, C&W Workshop, N.F. Railway, New Bongaigaon, at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of C&W Workshop, N.F. Railway, New Bongaigaon except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and/or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him/them.
5. The entire works are/is to be completed within **24 (Twenty Four)** Months from the date of issue of Letter of Acceptance.
- 6. Bid Security:**
- (a) Subject to exemptions provided under Para 5(1) (a) of Part-1 (ITT) of GCC 2022, the tender must be accompanied by a Bid Security of amount **Rs** failing which the tender shall be summarily rejected.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 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 Chapter-I (Contd.) 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 Chief Workshop Manager/Dy.Chief Mechanical Engineer(Production)/ Dy. Chief Mechanical Engineer(Frt.) of C&W Workshop, N.F. Railway, New Bongaigaon. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - (c) If his tender is accepted,
 - (i) the Bid Security mentioned in Sub-Para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause-16 of the Standard General Conditions of Contract 2022;
 - (ii) the Bid Security mentioned in Sub-Para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause-16 of the Standard General Conditions of Contract 2022.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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.

6.1. Bid Security:

- (1) (a) The tenderer shall be required to submit the Bid Security of **Rs** with the tender for the due performance with the stipulation to keep the offer open for acceptance for a period of 120 days from the date fixed for closing of the tender, under the conditions of tender. The Bid Security shall be as under:

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

Note:

- (i) The Bid Security shall be rounded off to the nearest 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) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
 - (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
 - (c) If his tender is accepted, this Bid Security mentioned in Sub Para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VI A** and shall be valid for a period of 120days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - i. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids)
 - ii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iii. The Tender Security shall remain valid for a period of 120 days beyond the validity period for the Tender.
 - iv. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- v. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **“Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - vi. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - vii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
7. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If The tenderer(s) deliberately gives / give wrong information in his / their tender or Creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under Clause-61 of the Standard General Conditions of Contract-2022, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / Contract as terminated under Clause-61 of the Standard General Conditions of Contract-2022.
10. **ELIGIBILITY CRITERIA: (NOT APPLICABLE) No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.**
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 this 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) Audited Balance Sheet duly certified by the Chartered Accountant 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) In case of other than Company/Proprietary firm Annexure-V (A) shall also be submitted by each member of the Proprietary firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc., as the case may be .Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
 - (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
 - (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 for feiture of the tender Bid Security besides banning of business for a period of upto two years.
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any,

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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 AGREEMENT:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Workshop Manager/Deputy Chief Mechanical Engineer/Works Manager, C&W Workshop, N. F. Railway, New Bongaigaon for carrying out the work according to the 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:(Clause 14 of Part-I of GCC 2022)

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

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

(a) Sole Proprietorship Firm:

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC 2022

(b) HUF:

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

(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC 2022.

(c) Partnership Firm:

(i) All documents as mentioned in Para-18 of the Tender Form (Second Sheet) of GCC 2022.

(d) Joint Venture (JV): All documents as mentioned in Para-17 of the Tender Form (Second Sheet) of GCC 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) of GCC 2022.

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LL Pin 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 2022.

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC 2022.

(g) Registered Society & Registered Trust:

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC 2022.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no such recognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
 - (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

Note: The above mentioned Documents under Clause No.14 are to be submitted mandatorily by bidder during bidding. If any of these documents is not submitted along with tender, the offer shall be summarily rejected.

- 15. (Clause 15 of Part-I of GCC 2022)** The tenderer whether sole proprietor / a company or a partnership firm /registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in 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/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
 - iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

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.

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

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

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

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

(i) Cash through e-payment gateway or as mentioned in tender document, or

(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

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

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

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

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

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

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

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

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

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

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender,

Signature of Contractor (S)

With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

Tender No. IMF-MP-PLG-NBQS-578 C

to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

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

17.14 Documents to be enclosed by the JV along with the tender:

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

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

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

- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

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

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

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

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

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

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

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

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

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% of advertised value of the tender.

(b) For works with composite components The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (nonlead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

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

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

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement. Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

17.15.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

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**.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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.

19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request.

These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

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 gazette 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

Signature of Contractor (S)

With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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 the Standard General Condition of Contract 2022.

19. **SIGNING OF TENDER:** Tenderer(s) shall also sign and affix seal at each and every page/paper of Tender Document and all other documents/ manuals/Literatures/drawings/sketches/leaflets etc., to be submitted by them along with their offer, in token of having been understood and owned such submission fully, by the tenderer(s) without which his/their tender is liable to be rejected.
20. All offers shall be either type written or written neatly in indelible ink. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right-hand corner of the top page.
21. **ADDRESS FOR COMMUNICATION:** Tenderer shall indicate fully and clearly his postal address, telephone number; telegraphic address and e-mail address if any, and Telex/fax numbers. Any communication sent to the tenderer at his said address, shall be deemed to have reached timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time because of any inaccuracy or defect in the said address. Any change thereof shall be advised to Railway promptly.
22. **ERRORS OMISSION & DISCREPANCIES:** The contractors shall not take any advantages of any mis-interpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer-in-charge, without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.
23. **ACCEPTANCE/REJECTION OF TENDER (S):**
 - 23.1 The authority competent for the acceptance of this tender will rest with Chief Workshop Manager, C&W Workshop, N.F. Railway, New Bongaigaon who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. No tenderer/tenderer(s) shall demand any explanation of the cause of rejection of his/their tender. No correspondence will be entertained with the tenderer/tenderer(s) in respect of the rejection of any or all tenders.
 - 23.2 The tender containing erase and/or alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer(s) in his/their entries must be attested.
 - 23.3 Correction Fluids should not be used in the Tender Document.
 - 23.4 If a tenderer deliberately gives/tenders 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.
 - 23.5 If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railways shall deem such tender as cancelled. If a partner of the firm expires after the submission of their tender or after the acceptance of their tender the Railway shall deem such tender as cancelled unless the firm retains its character.
24. **LOCAL CONDITIONS:**
 - 24.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The Railway shall not be entertaining any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchaser on account of any local condition or factor.
 - 24.2 In the event of the tenderer desiring to have a field survey before furnishing his quotations, he may apply to Railways for permission in this regard. Such permission will be given in writing by the Railways but the expenses in this regard will be borne by the tenderer completely.
 - 24.3 Before submitting tender(s) the tenderer(s) is advised to inspect the proposed site of work and fully acquaint himself/themselves with the site conditions, working hours, type of land, trees or shrubs that he/ they will have to cut, stacking space for materials, approach roads, pathways available etc. and all relevant items connected with the execution of the work. No claim shall be entertained at a later stage by the Railway on such grounds from the contractor(s).
25. **DESCRIPTION OF THE WORK:** For exact item wise details, schedule of work may be referred. However, any further clarifications thereof can be obtained from the office of Chief Workshop Manager, C&W Workshop, N.F. Railway, New Bongaigaon - 783381, well in advance.
26. The list of documents to be attached by the tenderer(s) for this tender:-
 - a) Tender form First Sheet.
 - b) Declaration certificate as per **Annexure -V(A)** in case of other than Company/Proprietary firm. (Duly filled and signed with seal by the bidder).
 - c) Tender document stamped and signed or digitally signed.
 - d) Tenderer's Particulars (**Appendix-1**) as per tender Document.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- e) Documents as per clause No. 14 of Tender Form (Second sheet), of this document.

NOTE: BE IT KNOWN TO THE TENDERER THAT:-

- (a) No post tender submission of documents shall be permitted in respect of item mentioned in item (b) below. However, only clarification can be called for by Railway in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.
- (b) The documents required vide item 26 are mandatory for submission with tender document. If any of these documents is not submitted along with tender, the offer shall be summarily rejected.
- (c) The above list of documents is not exhaustive. All other condition/ criteria mentioned in tender document shall also be applicable accordingly.
- (d) Any clause contradicting between GCC Works 2022 (or its latest amendments if any) and Tender Document uploaded, clause of Tender Document will prevail for finalizing the bid.

(Designation)

(Signature)

Signature of Tenderer(s)

Date _____

Northeast Frontier Railway

TENDER FORM (THIRD SHEET)

Name of Work: Name Of The Work: Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.

Rates should be quoted by the Tenderer inclusive of all Taxes and Charges applicable such as GST, Conservancy Cess if any etc. Tenderer should clearly and unambiguously mention HSN/SAC Code applicable for each item and mention GST rate thereof.

Total cost to be filled in FIGURE and also in WORDS.

1. Any alterations to be attested by the contractor.
2. Rates quoted will be firm during contract period irrespective of change in price/taxes.
3. Contractor should quote only one rate that too only in this rate schedule. Rates quoted with respect to other tenders will not be considered valid and tender will be summarily rejected.

BILL OF QUANTITIES

Standard Schedule of Rates (SSOR) Items:

SN	Description of work	Unit	Qty	Unit Rate (In Rs.)	Total Amount (In rs.)
1	Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.	Nos	1800		
TOTAL					
GST@ 18%					Inclusive
GRAND TOTAL cost for the Work					

The quantities shown in above Bill of Quantities 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 Standard Schedule of Rates (SSOR) of the North East Frontier Railway as applicable to _____ Division or at the rates quoted above for each item.

Date.....

Signature of the Tenderer(s)

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

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

CHAPTER-II
STANDARD GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS:

- 1. Definitions:** In these Standard General Conditions of Contract to Tenderers, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:
- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
 - (b) "General Manager" shall mean the Officer in charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
 - (c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
 - (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Rail way and shall mean and include the Divisional Railway Manager of the Successor Railway.
 - (e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy.Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
 - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
 - (g) "Tenderer" shall mean the person /firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
 - (h) "Limited Tenders" shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.
 - (i) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
 - (j) "Contract" shall mean and include the Agreement of Work Order, the accepted Standard Schedule of Rates(SSOR) or the Schedule or Rates of Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
 - (k) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
 - (l) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
 - (m) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
 - 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 - 2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - (n) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- (o) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (p) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (q) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (r) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (s) Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (t) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (u) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.

2. GENERAL OBLIGATIONS:

- 2.1 **Law governing the contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
- 2.2 **Compliance to regulations and bye-laws:** The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof, The Contractor shall be bound to give all notice required by status, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 2.3 **Communications to be in Writing:** All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e-mail id provided for correspondence in the contract agreement, otherwise e-mail id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
- 2.4 **Environmental and Forest clearances:**
The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A (ii) of GCC 2022.
- 2.5 **Service of Notices on Contractor:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agents and all complaints, notice, communications and references shall be deemed to have been duly given to the contractor, if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
- 2.6 **Occupation and Use of Land:** No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
- 2.7 **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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

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

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

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

- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfillment of above, Work Experience Certificate issued by a Govt. Department/Organization shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs.500 Crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.

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

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

- (iii) There is no banning of business with the sub-contractor in force over IR.
- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavor to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

the fulfillment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract. The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

- (i) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (j) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.
- 2.8 **Railway Passes:** - No free Railway passes shall be issued by the Rly. to the contractor or any of his employee/worker.
- 2.9 **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.
- 2.10 **Representation on Works:** The Contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of GCC 2022.
- 2.11 **Relics and Treasures:** All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.
- 2.12 **Excavated Material:** The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
- 2.13 **Indemnity by Contractor:** The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

3. SECURITY DEPOSIT:

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

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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 2022.

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

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

- (a) Final Payment of the Contract as per Clause-51. (1) GCC 2022 **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC 2022, in case applicable.

3.3 (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC 2022, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC 2022, the Security Deposit shall not be forfeited.

3.3 (iii) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of GCC 2022 will be payable with interest accrued thereon.

4. (Clause 16.(4), Part-II of GCC 2022) Performance Guarantee:

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% the original contract value and additional PG as per clause **16.(4) (h) in any of the following form** in any of the following forms, amounting to 5% of the original contract value:-
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance surety bond as per **Annexure-XVII**

Note:- In case of extension of date of completion, selected bidder needs to submit extended insurance surety bond/ Fresh insurance surety bond/Fresh performance security, in any form as given above, before expiry of existing insurance surety bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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

Bid quoted in % of advertised cost	Additional performance guarantee (%)
Below 0 to 5 %	Nil
Below 5 %	5 %

5.FORCE MAJEURE (Clause 17, Part-II of GCC 2022):

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

5.2 Extension of Time in Contracts :(Clause 17-A, Part-II of GCC 2022)

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:

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- (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 GCC 2022 or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best 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 therefore, 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 17A (i) or/and 17A (ii) or/ and 17A(iii) of GCC 2022, 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.

5.2.1 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 17 and 17A of GCC 2022, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) 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 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.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

Sl. No.	Duration of extension of time under Clause 17B of GCC 2022	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i) of GCC 2022	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i) of GCC 2022	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i) of GCC 2022	0.30 % of contract value for each week or part of the week

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC 2022, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B of GCC 2022, further request(s) for extension of time under clause 17A of GCC 2022 can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A of GCC 2022 shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B of GCC 2022 shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B of GCC 2022.

5.2.2 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.

6.

6.1(Clause 18(1),Part-II of GCC 2022) Illegal Gratification: Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following or prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the or to otherwise procurement process influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

Signature of Contractor (S)

With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

or v) "Conflict of interest" (COI): any business personal, financial, relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment procurement planning of the tender process in which he is participating;

vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering: or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

6.2 (Clause 18(2), Part-II of GCC 2022): Punitive Provision:- Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement

- a) Forfeiture or encashment of bid security;
- b) calling off of any pre-contract negotiations; and
- c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

- a) Removal from the list of enlisted contractors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with Competition Commission of India; the
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

7. Deployment of Qualified Engineers at Work Sites By the Contractor:

As per Clause No.26A, Part-II of GCC 2022.

8. VARIATION IN EXTENT OF CONTRACT AS PER GCC 2022:

8.1 (Clause No.41, Part-II of GCC 2022) 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.

8.2 (Clause No.42(1), Part-II of GCC 2022) 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.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

8.3 (Clause No.42 (2), Part-II of GCC 2022):

- (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 agreement value.
- d(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- d(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- d(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- (vi) As far as 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).

8.4 (Clause No.42(3), Part-II of GCC 2022) 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 therefore 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 8.3 above shall be paid for at the rates determined under Clause-39 of GCC 2022.

9. CLAIMS:

- (a) **Signing of “No Claim” Certificate: (Clause No.43 (2), Part-II of GCC 2022)** 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.

(b) MEASUREMENTS & PAYMENT FOR WORKS:**Manner of Payment:**

- (i) The contractor shall be paid for the works at the rate in the accepted schedule of rates & quantities.
- (ii) No advance payment in any form shall be made by Railway to the contractor.
- (iii) Quarterly Payment will be made on actual work done for the work of **“Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.”** will be made subject to deduction of penalty, SD Money and taxes as applicable.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- (iv) Payment for the works will be made on full and successful completion of works along with submission of "No Claim Certificate" with the Final Bill.
- (v) SD Money will be released to the Contractor after successful completion of Warranty period.
- (vi) Bills in triplicate will be submitted after satisfactory completion of work in favour of Chief Workshop Manager, C&W Workshop, N.F. Railway, New Bongaigaon, along with Challan, Joint Inspection Report of the work "**Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.**" should be jointly signed by the contractor or his authorized representative and the authorized representative(s) of C & W Workshop, N.F. Railway, New Bongaigaon. The said bills should be certified by the concerned shop in-charge for acceptance and duly counter signed by competent authority prior to processing for payment.
- (vii) No interest will be paid against the release of SD and PG Money after the completion of Maintenance/ Guarantee period.
- (viii) **Documents to accompany along with the Bill:**
- (1) Contractor's Tax Invoice.
 - (2) Bill in Contractual Format (in triplicate)
 - (3) Mandate Form duly filled, signed and stamped with copy of cancelled Cheque, PAN and GSTIN registration
 - (4) Measurement Book duly filled signed & stamped by Contractor's representative, respective consignee and checked by the Engineer.
 - (5) GST filled document or declaration from CA regarding GST to fill against Tax Invoice.
- (ix) **Bill Passing Authority:** - Chief Workshop Manager, Carriage & Wagon Workshop, N.F. Railway, New Bongaigaon.
- (x) **Bill Paying Authority:** - Workshop Accounts Officer, N.F. Railway, New Bongaigaon.
- (xi) The successful Tenderer(s) should submit his Bank details, IREPS ID/Vendor Code, GST declaration, etc. along with the Bill to avoid delay in payment.
- (xii) **On-Account " Payments:(Clause No.46(1), Part-II of GCC 2022)** The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of GCC 2022, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.
- (xiii) **Rounding of amounts:** The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sum less than 50 paisa shall be omitted and sum of 50 paisa and more up to Rs.1/- will be reckoned as Rs.1/-.

10. Mode of payment

- (i) For all the tenders having advertised cost of Rs.10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release payment through LC.
- (vi) The LC shall be a sight LC.
- (vii) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
- (vii) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost@0.15% per annum of LC value, towards

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (ix) The LC shall be opened initially for duration of 180 to 365 days in consultation with Contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (x) The LC terms and conditions shall be inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
 - (xi) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized from their bank.
 - (xii) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
 - (xiii) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
 - (xiv) On issuance of Document of Authorization, a copy of Document of Authorizations shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
 - (xv) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
 - (xvi) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - (xvii) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
 - (xviii) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
 - (xix) Any number of bills can be dealt within one LC, provided the sum total payments to contractor is within the amount for which LC has been opened.
 - (xx) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
 - (xxi) The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e. not through LC.

11. LABOUR LAWS ETC.: The contractor should abide by all the Provisions of the Minimum Wages Act -1948, Provisions of the Payment of Wages Act-1936, Provisions of Contract Labour (Regulation and Abolition) Act-1970, Providents of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Provisions of the Work men Compensation Act -1923, etc. along with any statutory modifications or re-enactment thereof and other relevant rules and regulation of Central and State Govt.

12. SETTLEMENT OF DISPUTES-INDIAN RAILWAY ARBITRATION RULES:

12.1 Reconciliation of disputes (Clause 63, Part-II of GCC 2022):

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs.50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.'

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

Chapter-II (Contd.)

12.2Matters Finally Determined by the Railway (Clause No.63.1, Part-II of GCC of 2022): All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

13.DEMAND FOR ARBITRATION: (Clause No.64 (1), Part-II of GCC of 2022)

- (i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of GCC 2022, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- (ii) All the arbitration matters referred above shall be guided by the rules No.63 and 64 of General Condition of Contract- 2022/Latest Edition with up to date correction slips.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

Chapter-III
STANDARD SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

1.1 Definition : In these Standard Special Condition of Contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) **“Chief Engineer”** shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
- (b) **“Engineer”** shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
- (c) **“Engineer's Representative”** shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/ Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (d) **“Day”** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (e) **“Week”** shall mean seven days starting from midnight of any given day without regard to the number of hours works on any day in that week.
- (f) **“Month”** shall mean Gregorian calendar Month irrespective of the number of hours worked on any day in that month.

2. Bid Security: The Bid Security should be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VI (A)** and shall be valid for a period of 120 days beyond the bid validity period.

3. Negotiation with Tender: Should the Railway decide to negotiate with any/some/all the tenderer(s) for any reason whatsoever, the original tender offer shall continue to be binding on the tenderer up to the date specified in the tender of the date extended by mutual agreement from time to time.

4. Examination of Document:

- (i) The submission of the tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of the implication thereof, any clarification required by a tender shall be obtained from the office inviting tenders on any working day.
- (ii) Should there be any discrepancy in, or any doubt or obscurity as to the meaning of any of the tender document or as to anything to be done or not to be done by the tenderer or the instruction to be observed by him, he must set forth in writing such discrepancies, doubt or of obscurities and submit the same to office inviting tenders for elucidation as soon as possible but not later than 10 days before the last date fixed for receipt of tenders.

5. Fraudulent Practices: If the tenderer deliberately gives wrong information in his tender or creates circumstance for the acceptance of his tender or documents submitted by tenderer are found to be tampered before award of the tender, Bid Security deposit will be forfeited and such tender will be rejected. In case such irregularity is detected after award of work, full amount of security deposit will be forfeited & performance guarantee will be encashed, these actions are without prejudice to any other rights or remedies available with the Railways in such cases.

6. Plea of Custom: The plea of “Custom” prevailing will not on any account be permitted as an excuse of infringement of any of the conditions of Contract or specifications.

7. Legal Charges: A fee of Rs.500/- per legal document like JV agreement, Partnership Deed or Power of attorney etc. executed before or after the execution of contract, will be recovered from the contractor for obtaining legal advice.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

8. Released Materials:

- (i) Before start of the work, contractor, jointly with the nominated Railway representative, shall take inventory of all materials likely to be released during execution of work and classify the same into serviceable/unserviceable. Decision of the Engineer about quantity & classification of released material will be final & binding.
- (ii) All possible care should be taken while releasing materials to avoid any damage, Materials released shall be properly sorted out into serviceable & unserviceable, transported & stacked as directed by the Engineer or his representative in the Railway's Go down or any other nominated place free of cost and handed over to nominated Railway representative. In case the contractor fails to return the entire quantity of released materials, shortage will be assessed by the Railway and the cost thereof will be recovered from the contractor. Rates of recovery in case of serviceable materials will be as prescribed for new materials. Recovery for unserviceable materials will be made twice of the scrap value as determined from the highest available rates of scrap of some or similar materials through auction or prevailing market rates of scrap of same or similar material, if auction rates are not available.

9. Rates: The rates entered in the accepted Schedule of Quantities and Rates of Contract are attended to provide for works duly and properly completed as per Contract Conditions and Specifications for the whole of the work as described under the Scope and Details of Work. The rates as given for the different items of works are deemed to be workable rates for the respective items of work without being dependent in any manner whatsoever on the quantity specified against the concerned item of work in the Schedule of Items, Quantities & Rates of Contract.

10. Payment to the Contractor: Payment to the Contractor will be transferred electronically through NEFT or any other system as decided by Railway. It will be contractor's responsibility to fill the requisite form for the same while signing the Contract Agreement. Any delay in payment on this account will be the responsibility of contractor. Payment through Cheque will be made only in exceptional cases.

11. Payment of Taxes & Royalty Charges:

- (i) All taxes, royalties, Octroi etc. levied by local/State/Central Government administration such as GST, Income Taxes, road tax, entry tax etc. of whatever nature in connection with the contract work, as applicable on the date of issue of acceptance letter shall have to be borne by the Contractor. Contractor shall get obtain necessary registration from concerned departments and details shall be intimated to Railways. Deduction towards such taxes shall be made from the payments of the contractor in accordance with rules in force from time to time, Railway reserves the right to withheld the payments due to contractor till such time valid registrations are submitted.
- (ii) Contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authorities/Collector and produce the same to the Engineer after completion of the supply but before released of the final bill. If in any case the contractor fails to produce the clearance certificate for the Royalty charges, an amount equal to the amount of unpaid royalty charges as intimated by the Revenue Authorities/Collector or as calculated on the basis of the relevant rates for payment of royalty charges applicable to the area, may be retained from the dues of the contractor. No claim regarding interest charges for retention of the aforesaid amount shall be entertained.
- (iii) Railway will consider for the reimbursement of the any new taxes/royalties imposed by local/State/Central Government administration after issue to acceptance and proof of having paid such tax/royalty after verification from the concerned department/authority.

12. Release of Guarantee Bond: For all the Guarantee bonds furnished under the Contract if the Contractor desires and makes a request to the effect, the Railway may from time to time release in full or in parts the Contractor/Contractor's bankers from the obligations under the guarantee bonds retaining the coverage under the respective guarantee bonds for amounts considered adequate by the Railway at the sole discretion of the Railway whose decision in this regard being final and conclusive.

13. REPRESENTATION ON WORKS:

The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause-62 of GCC 2022.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

14.SOURCES FROM WHERE SPECIFICATION & DRAWINGS CAN BE PURCHASED:

Description	Available at
N. F. Railway Drawings	Chief Workshop Manager's Office, C&W Workshop, N.F. Railway, New Bongaigaon or Chief Workshop Engineer's Office, N.F. Railway, Maligaon-781011.
I.R.S. Drawing and Specification	Controller of Publications, Govt. of INDIA, CIVIL Lines, Delhi-110054 (OR) Govt. of India, Book Depot, 8, Hastings Street, Kolkata.
British Specification and Indian Standard Specifications	Director General, Bureau of Indian Standard, Manak Bhawan, 9, Bahadur Shah, Zafer Marg, New Delhi,
R.D.S. O's Drawings	R.D.S.O, Manak Nagar, Lucknow-226011

15. Termination of Contract:

- (i) In any of the Clauses as per Clause No. 62(1) of GCC 2022, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure -IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.
- (ii) In case where final termination notice has not been issued, 48 hrs. notice may be withdrawn by the Railway if the contractor demonstrates his earnest intention to restart the work.
- (iii) All other conditions regarding the Determination and Termination of Contract will be as per Clause Nos. 61(1), 61(2), 61(3), 62(1) and 62(2) of GCC 2022.

16. Settlement of Disputes:

- (i) The Successful Contractor(s) shall put up his/their claim as per clause 43 of General Condition of Contract-2022 edition or latest during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the work. Chief Mechanical Engineer shall be the final authority for decision on claims and disputes put up by the Contractors.
- (ii) The provision of Clause 63 & 64 of the General Condition of Contract-2022 will be applicable only for settlement of claims or dispute between the parties.

17. SAFETY PROVISIONS OF CARRYING OUT WORKS:

- 17.1 **PROTECTION TO WORKS:** The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises, and shall have to confirm to the rules and regulations of the N.F. Railway. As and when, while the work under the contract is in progress, there is likely to be any danger to the persons employed by the contractor due to running traffic or while working on Railway premises, the contractor shall apply in writing to the Railway to provide flagmen and look out man for protection. The Railway will however, decide as to whether it is necessary to post such flagmen and look-out men for various types of works and also the number of such man required to protect the contractor's staff working at site. The flagmen and lookout man will be a Railway servant and no expenses on this account will be recovered from the contractor.
- 17.2 The contractor should abide by all the Railway regulations and also ensure that the same are followed by his representative agents, servants or sub-contractor or workman. He is, therefore, bound under these clauses to give notice to them about the provisions of this clause and the consequent liabilities of the contractor under the agreement.
- 17.3 Within the station, especially on passenger platform, the contractor shall ensure sufficient free spaces for movement of passenger traffic. He must cover the excavations carried out in such areas with a view to avoid any accident.
- 17.4 The work must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- 17.5 The contractor's employees and workers shall not, for any reason, operate any appliances and installations of the Railway concerning the safety of train movements, but they should whenever necessary, notify to the qualified Railway staff who will then take necessary steps.
- 17.6 The contractor shall abide by the Indian Electricity Act and the Indian Electricity Rules as amended from time to time.
- 17.7 Suitable ladder for climbing the posts, and slings for supporting men on the post shall be used. Ropes required shall be used for erection of the posts. The size of the rope shall be adequate. The contractor shall take necessary precautions for working near the power lines. If any time the Railway find the safety arrangement is inadequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. Any direction in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working method.
- 17.8 Necessary personnel safety equipment as considered adequate by the engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 17.9 Suitable facemasks should be supplied by the contractor for use by the workers when paint is applied in the form of spray.
- 17.10 No vehicle will normally be permitted to ply adjacent to the running lines. The contractor will be responsible for the safety of hired trucks and men etc. working at the site. He will also be responsible for any damage caused to the Railway property, staff and passengers / vehicles having been allowed to ply on the Bank. In case of an accident of any nature, the contractor will indemnify for any losses caused by him as a result of the accident.
- 18. STEPS TAKEN IN ORDER TO AVOID DAMAGES TO RAILWAY INSTALLATIONS:**
The contractor shall see that no damage is caused to Railway Signaling and transmission wires, station installations, communication lines and cable electric devices, trains of any kind, fencing as well as any rolling stock and in general to any Railway installation and equipment. If any damages is caused to or suffered by any Railway property or as a consequence of the acts or unlawful omissions of the contractor, its employees and workmen or other persons connected with it, the necessary repairs or replacements shall be affected by the Railway at the risk and cost of the contractor. The said expenses shall be recovered from the moneys due and payable to the contractor or by other appropriate proceeding.
- 19. CONTRACTOR'S LIABILITY, COSTS, DAMAGES ETC.:**
19.1 All costs, damages and expenses which the Railway may incur or suffer and which are recoverable from the contractor under terms of this contract of the relevant law may at the discretion of the Railway, be recovered by deducting the requisite amounts from any money due and payable or refundable to the contractor on any account whatsoever or by legal proceedings.
- 19.2 The Railway also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor. In exercising this right the Railway shall not act unreasonably.
- 19.3 In the event of any breach of the aforesaid conditions the contractor shall, in addition to throwing himself open to action for contravention of terms of the agreement and/or for criminal breach of trust, be liable to account to Govt. for all moneys. Advantages or profits resulting or which in the usual course would have resulted by reason of such breach.
- 20. PRECAUTION TO BE TAKEN DURING EXECUTION OF WORK:**
20.1 Clearance as prescribed under the schedule of dimensions to ensure safety shall be complied with at all times during execution of work to avoid hazards to moving trains. The contractor has to pay to Railway for any loss caused due to his neglect in this regard.
- 20.2 The contractor/his representative should be careful to avoid interruption of exiting circuits of the alignment. If any circuit is interrupted or made out of order the same to be restored immediately at his own initiative and expenditure.
- 20.3 When the work is required to be done along or near the existing Railway track, the contractor(s) shall take such steps as are necessary for the safety of the track and labour working at site. He/they will also be required to programme his working so as not to interfere with the movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that ballast of the track is not spoiled or mixed with earth. The work shall be carried out under the supervision of an authorized representative of the Railway.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- 20.4 The contractor shall be fully responsible for any damage or trespass caused by his men to any surrounding structure. Railway bears no liability whatsoever on this account.
- 20.5 When crossing of track by cable/wires transmission/overhead wires is involved, no work shall be undertaken without the specific permission of Railway's authorized representative and the contractor shall not resort to any method for crossing the track which will endanger the safety of trains while doing the work.
- 20.6 No work shall be carried out by the contractor or his representative on any working gear or machine, unless permission for disconnection of the gear or machine has been obtained by the concerned staff of the Railway who is authorized in this regard and deputed for this purpose.
- 20.7 No work shall be carried out by the contractor on a particular system or gear which is under test by the engineer and his representative, as the same may affect the test results adversely and/or cause hazard to staff/traveling public.
- 20.8 **CROSSING H.T. LINE:** Contractor shall ensure the safety arrangement for his staff from the probable danger due to vicinity of underground H. T. Electric Transmission line while excavating the soil for cable route under consideration.
- 20.9 **Execution of the work on Bridges:** For execution of the work on bridges, culverts etc. where the alignment is passing over the Railway bridges or road bridges, arrangement shall be made by the contractor for providing sufficient scaffolding and hangers to facilitate the working on cable route without endangering safety of contractor's labour.
- 20.10 **Crossing the road/rail track:** When the cable route is crossing the road/rail track, precaution shall be taken by the contractor to ensure that while laying cable at such road/rail crossing, the contractor shall not leave cable or any other materials midway on the road/rail traffic as well as endangering the safety of his labour.
- 21. STORAGE OF INFLAMMABLE ARTICLES:** No inflammable materials, such as petroleum oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the Contractor. All due precautions as required under the Act shall be taken by the contractor.
- 22. SIGNING OF AGREEMENT**
1. The Employer shall prepare the Agreement in the prescribed Proforma, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the contractor.
 2. Prior to signing of the Contract Agreement, the successful tenderer shall also submit the following documents within a period of 21 days from the date of issue of the letter of acceptance:
 - a. Performance Guarantee b. Power of Attorney
 - c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating:
 - i. Percentage Participation of each member/partner
 - ii. Joint and several liability of the partners
- 23. {As per Clause 31.(4)(b) of GCC-2022 WORKS}:**
Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.
- 24. {As per Clause 31. (2) of GCC-2022 Works} Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- 25. {As per Clause 31. (3) of GCC-2022 Works} Water Supply by Railway Transport:** In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by

Signature of Contractor (S)
 With seal:

for CWM/NBQS
 N.F. Railway, New Bongaigaon
 For & on behalf of President of India

the Contractor in addition to the charges referred to in Clause-24) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

- 26. Safety of Staff:** The contractor will make necessary arrangements for safe working for the personnel hired for completion of the contract. Under no circumstances would the Railways be held responsible for injuries or loss of life of personnel employed by the contractor. Railways would not be liable to pay any compensation under any circumstances. The contractor will ensure
- He and his staff follow the provisions of the applicable Act and will ensure that he and his staff work safely. The contractor shall give high importance to the safety of his staff and they will not do any act which will endanger safety of their staff or that of any other person in NBQS Workshop.
 - It will be responsibility of all the contractors to ensure that their staff is in good health. The contractors will not employ staffs that are sick or unfit otherwise for working.
 - The contractor should keep a first aid box and a trained staff in First Aid to provide first aid to injured staff at the work place.
 - Contractor's staff will not enter in workshop without shoes/safety shoes.
 - To ensure that a capable representative is always available at work site in the absence of contractor who will also ensure that the workers work in safe manner.
 - To ensure that injured, sick, unhealthy, alcoholic, mentally unsound staff and staff in inebriated condition do not enter the NBQS Workshop.
 - To ensure that his staff does not use short-cuts in work and avoid safety principles to carry out the work.
 - To inform his workers about the safety requirements while working in NBQS W/shop
 - To provide protective equipment such as Safety Shoes, Hand gloves, Helmet, Face Mask, Safety Belt, Ear Plug, Protective clothing etc., to the staff. The protective equipment should be of good quality and reputed brand.
 - To provide suitable good quality tools to his staff for working. Contractor will further ensure that staff uses the tools in safe manner and follow safe working methods.
 - To ensure that staff uses the protective equipment while working and they use a designated safe path for coming to the work place and going back from work place and will not deviate from their regular path. Moving in areas other than the designated work place is an offence.
 - To ensure recording of attendance of staff and their deployment as per the Act.
 - To ensure that before starting work in a shop, contractor should inform Shop SSE and work should not be started without informing shop SSE, in any circumstances.
 - To inform his staff about the shunting and not to come in the way of railway tracks. In NBQS Workshop, shunting of coaches is a routine process.
 - To ensure that he and his staffs abide to the general safety principles while working in NBQS, even though they may not have been specifically listed out in the above paragraphs.

27. Care in Submission of Tenders: (Clause No. 6 of GCC-2022)

- Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract-2022 for the completion of works to the entire satisfaction of the Engineer.
- Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 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.
- 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.
- When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

CHAPTER-IV

ADDITIONAL SPECIAL CONDITIONS OF CONTRACT (GENERAL)

Name of Work: “Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.”

1. All works should be done as per direction of Chief Workshop Manager, C&W Workshop, N.F. Railway, New Bongaigaon or his authorized Railway representative.
2. The whole of the work shall be executed in conformity with the **Indian Railway Standard General Condition of the Contract 2022. Correction slip** if any issued during the period of this contract in respect of printing & arithmetical errors shall be binding from the commencement of this contract. Correction slip in respect of other than printing or arithmetical errors shall become effective from the date of issue.
3. The work should be completed within **24(Twenty-Four)** Months from the date of issue of “**Letter of Acceptance**”. Extension shall be given with/without damages at the sole discretion of Chief Workshop Manager, C&W Workshop, N.F. Railway, New Bongaigaon.
4. The contractor shall be responsible that during working, no damage occurs on the Coaches, bogies etc.
5. Job/Work will be certified by SSE/WRS/NBQS , as site incharge.
6. Cost of transportation and labour charges have to be borne by the contractor.
7. The firm shall arrange for Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon utilizing their own man-power and M&Ps.
8. Firm shall arrange for inspection by authorized representative of Chief Workshop Manager, C&W Workshop, N.F. Railway, New Bongaigaon, on daily basis within the stipulated period.
9. If the Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon falls on Sunday/Holiday, the same must be done on the next working day. However, the lot size may be increased or decreased on mutual agreement of the Contractor and Railways.
10. Any damage of the Wagon/foot step arrangement or loss at the time of Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon /during the custody at the contractor’s end, the same must be rectified /made good by the contractor as per standard practices.
11. The released materials should be deposited to the consignee.
12. All the above shall be recorded in the work Register duly indicating the Wagon serial no. and year of manufacture and the record must be signed by the concerned supervisor and the contractor and the said record must be maintained by the concerned incharges.
13. The Chief Workshop Manager, C&W Workshop, N.F. Railway New Bongaigaon or his authorized representative reserves the right to reduce/increase the quantities in the tender or any other changes during the period of execution of work.
14. Any damage to the Coaches/Bogies/Railway property during execution of work due to negligence by the contractor’s staff will be recovered. Decision on the value of damage will be decided by Railways and will be final and binding.
15. If Contractor’s staff indulge in any unlawful activities then a penalty of Rs.50,000/- will be imposed in addition to recovery or losses due to above act.
16. The Contractor shall furnish an “**INDEMNITY BOND**” for a sum equal to the cost of materials if required only prior to execution of the ordered work as per Annexure-D.
17. After completion of the said works, the authorized representative of C&W Workshop, N.F. Railway New Bongaigaon will inspect the same on the basis of which contractor will subsequently prepare the Bills.
18. GST, Income Tax & any other Taxes applicable will be deducted from the bill of the contractors at source as per rate applicable at that time.
19. Contractor must comply with the provision of the Contract Labour (R&A) Act, 1970 and Minimum Wages Act, 1948 strictly and arrange minimum wages to the contract labours.
20. The contractor shall submit a list of authorized persons deputed for carrying out the repairs along with their contact no. to concerned SSE/In-charge(IC).The supervisor nominated by the contractor for the repair shall observe all safety and security rules prevailing at the place of work. Railway shall not be responsible for any mishap resulting out of non-observation of prevailing safety and security rules.
21. The contractor should provide necessary PPEs to their worker during working inside the workshop.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

22. It will be the responsibility of the contractor to clean the area after completion of the work. Any refuse/garbage generated during the course of work shall be disposed off by the contractor.
23. The names, addresses, affixing a photograph along with the signature of Firm's representative shall be made available to the railway authorities before commencing the contract.
24. The changes in the personnel deployed will not be allowed without prior approval/permission of the CWM/NBQS or an authorized officer.
25. No TA/DA any sort of travelling facility will be provided to the contractor or his representative for journey undertaken for fulfillment of the contractual obligation of this contract.
26. Attendance register of the staff engaged should be maintained by the contractor.
27. No medical facility, Railway accommodation, Railway Passses, Pension etc. will be given in any way to the representative of the contractor.
28. Contractor should Strictly comply minimum wages for the engaged labour as per notified rate and in the event of failure to comply minimum wage, the offer will be rejected.
29. Contractor is required to upload details of their LOAs, engaged workman, wage payment details, PF/ESI details, bonus details etc., on monthly basis in the portal 'www.shramikkalyan.indianrailways.gov.in'. The details so uploaded shall be available in public domain.
30. The contract should assure that the staff engaged during the work must have police verification documents and may produce as and when asked.
31. Contractor is to abide by the provisions of various labour laws in terms of the clauses 54, 55, 55-A and 55-B of the Standard General Conditions of Contract 2022. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:
 - (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LOAs) issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details LOA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
32. While processing payment of any "On Account Bill" or "Final Bill" or release of 'Advances' or 'Performance Guarantee/Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in.' till..... Month..... year."

33. ACCEPTANCE OF TENDER:

The final acceptance of the tender shall rest with the Chief Workshop Manager/NBQS.

Chief Workshop Manager, NBQS reserves the right to accept or reject any tender or part thereof, without assigning any reason what so ever & also does not bind himself to accept the lowest tender.

34. IDENTIFICATION OF EMPLOYEE OF CONTRACTORS:

It shall be obligatory to the contractor/contractors to furnish the name & particulars viz., Home address, permanent address, police station, District of the labour/Labourers/Supervisors employed by him/them to the Railway administration related to the incumbent to the extent of necessary for entrance into railway premises as applicable.

In case of the irregularities, the Contractor/Contractors shall also be responsible for the character of the staff employed by him. In case of any accident met with by the authorized employees of the contractor in course of the work **"Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon**

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

as per agreement inside the shop premises, the contractor shall have to bear all compensations to his affected staff & the Railway administration shall not be responsible in any manner what so ever.

35. PENALTY: - The Railway Administration at its discretion & without prejudice to any other rights & remedies may impose the following penalties on the contractor under this agreement.

- For non-fulfilment of any of the clause of Terms and conditions mentioned above a penalty of Rs. 1000 per day will be charges and deducted from contractor's bill.
- In case complaint received from any shop in-charge about the dumping of Stripped material in the workplace, the contractor will be charged up to Rs. 2000/- per complaint.
- In case any loss/damage to Railway property occurs due to contractor's negligence, as per report of SSE/WRS/NBQS or any Railway officials, the cost of loss/damage will be recovered from the contractor's running bill. CWM/NBQS will be sole authority to decide the quantum of loss/damage and this will be binding on firm.
- Any misplacement of Railway material by the contractor will lead to a flat penalty of Rs. 5,000.00 as it is a serious crime also actual loss of material may be added to this penalty.
- Liquidated damage will be as per Clause No. 31

36. LIQUIDATED DAMAGES:

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-C) 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 following rates of the contract value of the works.

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

Duration of extension of time under Clause 17B of GCC 2022	Rate of Liquidated Damages
Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i) of GCC 2022	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i) of GCC 2022	0.10 % of contract value for each week or part of the week
Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i) of GCC 2022	0.30 % of contract value for each week or part of the week

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC 2022, whether or not actual damage is caused by such default.

NOTE: In a contract, where extension(s) of time have been allowed once under clause 17B of GCC 2022, further request(s) for extension of time under clause 17A for GCC 2022 can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A for GCC 2022 shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B of GCC 2022 shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B of GCC 2022.

36.1 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

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

CHAPTER-V
SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)

Name of Work: “Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon.”

The following are the Scope of Work:

- A) Stripping/Dismounting of Striker Casting**
1. Gas cutting of all rivets/lock bolt (34 Nos. approx.) in Striker casting.
 2. Removal of Striker Casting.
- B) Fitting of Striker Casting**
1. Transportation of Striker Casting from WRS to TR/Machine Shop and back to WRS for Finishing & drilling.
 2. Measuring and Marking of Striker casting using Hydraulic lifting table.
 3. Fitting of Striker Casting by Hydraulic lifting table.
 4. Riveting of all the rivets (34 Nos. approx.) after fitting of Striker Casting (in case lock bolt is available, lock bolting of striker casting).
 5. Huck Bolt/Lock Bolt machine will be provided by Railway, however Huck gun/tools (3/4”) with necessary accessories will be provided by the Contractor.
 6. Any other Machinery and consumables are to be supplied by Contractor or responsibility of Contractor (except Rivet/Lock Bolt)
- C) The released Scrap materials has to be deposited at NBQS Store Depot by their own means of transportation in the presence of SSE/IC/WRS/NBQS or his representative with in the jurisdiction of work.**
1. The rates should be quoted by the tenderer inclusive of all taxes and other charges if any leviable. Rate will remain valid throughout the entire contractual period.
 2. The works are required to be completed within a period of 24(Twenty Four) months from the date of issue of acceptance letter.
 3. **Warranty:** The warranty for the work against each striker casting shall be 12 (Twelve) months from the date of completion of the work **Replacement (Dropping & Fitment) of Defective striker casting of wagon during POH as per requirement at C&W Workshop, N.F. Railway, New Bongaigaon, Assam.** On failure being reported the firm shall replace the material free of cost.
 4. The Contractor shall ensure that any complaints raised regarding the work performed will be addressed and rectified or replaced, at the same location from which the complaint originated, free of cost during the warranty period.
 5. **WORKING HOURS: -**
 - i. The work is to be carried out between 07:15 to 16:45 (Monday to Friday) & 07:15 to 12:45 (Saturday) except on Sunday and if required, contractor can work up to 10 PM duly taking the permission of administration depending upon the requirement of the work.
 - ii. The work should be carried out only during working days and the contractor will not be permitted to work on Holidays and Sunday. However, if desired by the Railway administration, the contractor may be asked to carry out the work on Holidays and Sundays as well, depending upon the requirement of work.
 - iii. The working time may be altered as per the need of the Railway and any such changes in timings shall be binding on the contractor. The contractor shall have to be prepared for managing his workforce according to such alteration in working time.
 6. Welders must be qualified according to **ISO 9606-1:2017** (or latest) OR **IS 7310 (Part 1): 2019** (or latest) for fusion welding of steel as per the approved Welding Procedure Specification (WPS), which includes material type, thickness, joint type, welding position, welding process, and consumables and Matriculation/SSLC plus ITI certification from a recognized institution (NCVT/SCVT) in the Welder trade or Act Apprentices trained and certified in the Welder trade by any Railway Unit, Government, Semi-Government, or PSU unit are also eligible And (a) Competency Test by Railway Unit: Railways

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

shall conduct competency test at their premises on the welders engaged for outsourced work to verify their skills by taking trial test on at least 2 sample pieces at the cost of the Railways and if the trial is found satisfactory, Competency certificate will be issued by respective officer/SSE (incharge). In case competency test trial of the welder is found to be unsatisfactory, cost of the test shall be borne by the contractor. (b) The validity and process of renewal of competency certificate would be as defined in ISO 9606-1: 2017 and IS 7310 (Part I)-2019 Para 9.

7. MATERIAL INSPECTION:

- i. Firm will give detailed scheme of final furnishing duly specifying materials being used, its make, quantity etc.
 - ii. All materials used in the work shall be of the best quality and of the class suited for the purpose specified and procured from the sources approved by RDSO/ICF/RCF, except those specified for particular make or not in RDSO / ICF / RCF approved vendor list.
 - iii. Materials supplied by the contractor shall be inspected by RITES / RDSO or as applicable.
 - iv. Cost of inspection will be borne by the contractor. The tenderer must quote his offer price accordingly. Under no case the, tenderer will be allowed to claim inspection charges separately over and above his quote for this work.
 - v. Tests of materials and fittings shall be carried out at the works of the makers of the materials or fittings to the extent possible.
 - vi. Inspection certificate must invariably accompany the material, and must be produced for scrutiny by the Engineer before the material is unloaded at nominated site.
 - viii. Railways reserves the right to conduct separate and independent inspection again, if it deems necessary. Cost of such repeated inspection has to be borne by the contractor. No extra amount will be paid by the Railways for such repeat inspections.
 - ix. Third party inspection charges, if the need for such arises, shall be borne by the Contractor.
 - x. Firm/Contractor should ensure TPI/RITES/RDSO inspection (as per Railway guideline) of material to be used during execution of work.
8. PROVISION OF ELECTRICITY: Contractor shall have to pay for the electrical charges based upon actual consumption as per KWH meter as per extant rules of Northeast Frontier Railway modified from time to time. KWH (Electrical) meter for the purpose will be provided by Railways. However, the contractor is free to bring his own DG set for executing the work.
- 9) The rates should be quoted by the tenderer inclusive of Labour Charges, Necessary Machines, Tools, taxes, Conservancy Cess if any and other charges if any leviable. Rate will remain valid throughout the entire contractual period.

10) Completion Period:-

The works are required to be completed within a period of 24 (Twenty Four) months from the date of issue of acceptance letter. However, Contractor will have to complete the work of one Wagons within 4 days from the date on which the Wagon is handed over to the contractor by Railway. More than one coach, but not more than three Wagon, can be offered to the contractor at a time.

11) WORKING HOURS:-

- i. The work is to be carried out between 07:15 to 16:45 (Monday to Friday) & 07:15 to 12:45 (Saturday) except on Sunday and if required, contractor can work up to 10 PM duly taking the permission of administration depending upon the requirement of the work.
- ii. The work should be carried out only during working days and the contractor will not be permitted to work on Holidays and Sunday. However, if desired by the Railway administration, the contractor may be asked to carry out the work on Holidays and Sundays as well, depending upon the requirement of work.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

- iii. The working time may be altered as per the need of the Railway and any such changes in timings shall be binding on the contractor. The contractor shall have to be prepared for managing his workforce according to such alteration in working time.

12) PROVISION OF ELECTRICITY: Contractor shall have to pay for the electrical charges based upon actual consumption as per KWH meter as per extant rules of Northeast Frontier Railway modified from time to time. KWH (Electrical) meter for the purpose will be provided by Railways. However, the contractor is free to bring his own DG set for executing the work.

Note: - Any other work which has not being mentioned here but necessary for completion of Subjected work shall be assumed to be included as a scope of work.

Proforma for Unconditional & Unequivocal No Claim Certificate

I hereby undertake that I shall have no claim what so ever against the depot/Rly. Administration in connection with contract agreement No.and description of work...subject to finalize the contract without any liability on either side.

It is also certified that I the M/s.....do hereby declare that the measurements recorded at pages..... to of MB No..... have been accepted by me and I have no claims what so ever for execution of excess/less quantities even more than 25% excess/less of schedule N.S items of C.A No. I have no other claims outstanding for the work done or for labour/material supplied if any in the work and on any other account, and payment of this bill i.e. nth and final bill shall be the final settlement of all our claims in respect of the work to above mentioned C.A with depot/Rly.

Contractor's signature and seal

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

In consideration of the President of India acting through the----- (A) ----- (here in after called “the Government”) having agreed to exempt----- (B)----- (Here in called “the said contractor(s)”) from the demand under the terms & conditions of the LOA/ Contract Agreement No. _____ date _____ made between ----- (B)----- and the ----- (A)----- ----- for the work----- (C) ----- (Herein called the “said Agreement”), of the Performance Guarantee condition contained in the said LOA/Agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____ only). We, _____ (D) _____ (herein called “the Bank”) at the request of ----- (B)----- (Contractor(s)) do hereby undertake to pay the Government an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said LOA/Agreement.

1. We ----- (D)----- do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said LOA/Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.

2. We undertake to pay to the Government any money as demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal-relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor(s) shall have no claim against us for making such payment.

3. We----- (D)----- further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said LOA/Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said LOA/Agreement have been fully paid and its claims satisfied or discharged or till ----- (A)----- certified that the terms & conditions of the said LOA/Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Performance Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the-----, we shall be discharged from all liability under this Guarantee thereafter.

4. We----- (D)----- further agree with the Government that, the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said LOA/Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

6. We ----- (D)-----, lastly, undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ 20..... Bank _____ (D) _____

Note:

1. Above Form is to be filled by replacing symbols (A), (B), (C) and (D) with appropriate words as given below:

Legend	Meaning
(A)	In favour of PFA, N.F. Railway, Maligaon
(B)	Firm's Name and Address with PIN Code
(C)	Brief Description of the work to be executed
(D)	Bank's Name and Address with PIN Code

2. Stamp Paper as required shall be used. Certificate from the Collector (Revenue) has to be enclosed on the Guarantee Bond regarding adequacy of the Stamp duty fees in the deed.

3. Filled in statements/words/figures should be invariably underlined.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

FORM FOR GUARANTEE BOND

(For permitting Railway Materials to be removed outside the Railway premises)

1. In consideration of the President of India acting through _____ (here in after called "the Government") having agreed with _____ (herein after called 'the said contractor(s)') to permit Railway Materials issued for the Contracted work being removed outside the Railway premises for the purposes as specially provided for under the terms & conditions on an Agreement No. _____ dated _____ made between the Government and the said Contractor(s) for _____ (hereinafter called "the Agreement") subject to the said Contractor producing a Bank Guarantee for Rs. _____ (Rupees _____) only, We, _____ Bank (hereinafter referred to as 'the Bank ") do hereby under take to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms and/or conditions contained in the said Agreement

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on demand from the Government. Stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reasons of any breach by the said Contractor(s) of any of the terms or condition contained in the said Agreement or by reason of any of the said contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____)

3. We, the Bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the said Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge or our liability for payment thereunder and the said Contractor(s) shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till the Government certifies that the terms & conditions of the said Agreement have been fully or properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the Government that, the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions or the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or time to time any of the powers exercisable by the Government against the said Contractor(s) or to show any forbearance in enforcing any of the terms & conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being guaranteed to the said Agreement or for any act of forbearance or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have such effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the said Contractor(s).

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

Dated, the _____ day of _____ 20.....

(Indicate the name of Bank)

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

DECLARATION FORM**I/We hereby certified that**

i) I am / We are not related to any one employee in the Gazetted and Non Gazetted capacity in the Mechanical Department and / or any other department of the N. F. Railway.

I /We draw attention to the fact that I am / We are related to the following Employee(s) in the Gazetted and Non Gazetted capacity in the Mechanical Department and other department of the N.F. Railway.

Sl. No.	Name of the Employee(s)	Designation Department	Degree to Relationship

Note: The item which is not applicable should be struck out.

Signature of the contractor(s) _____

Name & Address _____

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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

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

1. I/we certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent Authority. I/we hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM /CONSTITUENT PARTNER

Place:

Date:

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

TENDERER'S CREDENTIALS (BID CAPACITY)

RAILWAY

For tenders having advertised value more than Rs 10 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.

Note:

(a) The Tenderer(s) shall furnish the details of -

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier

JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

(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 120 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 –

Signature of Contractor (S)
 With seal:

for CWM/NBQS
 N.F. Railway, New Bongaigaon
 For & on behalf of President of India

IFSC CODE	SBIN0000229
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	SBI, MALIGAON
CITY NAME	GUWAHATI
ADDRESS	N.F.RLY.,COMPLEX,MALIGAON,GUWAHATI,KAMRUP, ASSAM,PIN-781011
DISTRICT	GUWAHATI
STATE	ASSAM
BG ENABLED	NOT APPLICABLE

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.

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of **Annexure- I** of ITT of GCC-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			

7.5.1.1 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.

7.5.1.2 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.

7.5.1.3 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)

Signature of Contractor (S)
 With seal:

for CWM/NBQS
 N.F. Railway, New Bongaigaon
 For & on behalf of President of India

Registered Acknowledgement Due
PROFORMA FOR TIME EXTENSION
No.....

Sub: (I).....(Name of Work)
(II) Acceptance letter No.....
(III) Understanding/Agreement No.....
Ref:(Quote specific application of Contractor for
extension to the date received).....

Dear Sir,

1. The stipulated date for completion of the work mentioned above is.....from the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or However, the work was not completed on this date).
2. Expecting that you may be able to complete the work, if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from.....to.....
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of.....(give here the stipulated date for completion with/without any liquidated damage fixed earlier) will be recovered from you as mentioned in clause,17-B of the General Conditions of Contract 2022 for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting up to this extension to complete the work by.....(here mention the extended date) further action will be taken in terms of clause 62 of the General Conditions of Contract 2022.

Yours faithfully

For and on behalf of the President of India.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

(Reference Clause 62. (1) of GCC 2022)
Registered Acknowledgement Due
PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)

RAILWAY
(Without Prejudice)

To _____
M/s _____

Dear Sir,
Contract Agreement No. _____
In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).
2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract 2022 to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract 2022 viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

Reference Para 62(1) of GCC 2022
Registered Acknowledgement Due
PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

RAILWAY
(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract 2022 was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract 2022 to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

Reference Para 62.(1) of GCC 2022
Registered Acknowledgement Due
PROFORMA OF TERMINATION NOTICE

RAILWAY
(Without Prejudice)

No. _____
To _____
M/s _____

Dated _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of Standard General Conditions of Contract 2022 and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

Reference Para 62. (1) of GCC 2022
Registered Acknowledgement Due
PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)

RAILWAY
(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract 2022 was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract 2022 to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work..... (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stand reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

ANNEXURE – XIII

Reference Para 62. (1) of GCC 2022
Registered Acknowledgement Due
PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)

RAILWAY
(Without Prejudice)

No. _____

Dated _____

To
M/s _____

Dear Sir,
Contract Agreement No. _____
In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract 2022 and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully
For and on
behalf of the President of India

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of 2. XXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts 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.

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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

Dated the day of

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

Place.....

Witness

1.

2.

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

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

TENDERER'S PARTICULARS

(Page 1 of 2)

Tenderer's Legal Name	
Legal status of the Tenderer	Sole Proprietorship Firm / HUF/Partnership Firm / Company registered under Companies Act2013 / Limited Liability Partnership/ Registered Society/Registered Trust (Please tick one)
Bidder's Legal Address with telephone numbers, email address for communication	
Bidder's authorized signatory (name, designation, address, contact no.)	
Bidder's authorized representative (name, designation, address, contact no.)	

FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER:

- Sole Proprietorship Firm:
 - Affidavit of Sole Proprietorship
- HUF:
 - 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.
- Partnership Firm:
 - A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the registrar.
 - 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.
- Company registered under Companies Act 2013:
 - The copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the company.
 - A copy of Certificate of Incorporation.
 - 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.
- LLP (Limited Liability Partnership):
 - A copy of LLP Agreement.
 - A copy of Certificate of Incorporation.
 - 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.
- Registered Society & Registered Trust:
 - A copy of Certificate of Registration
 - A copy of Memorandum of Association of Society/Trust Deed
 - A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - A copy of Rules & Regulations of the Society

Note : 1. The above documents vide item (a) to (f) are mandatory for submission for the Bidder. If any of these documents is not submitted along with the Tender, the offer shall be summarily rejected.
2. Bidder's authorized representative shall be deemed to have authority of the bidder to receive and deliver any correspondence and attend meetings with RAILWAY ADMINISTRATION related to the bidder.

**STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

B. JV/CONSORTIUM MEMBER INFORMATION	
MEMBER – 1	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm/ Society / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Bidder's Legal Address, telephone numbers, fax numbers, email address	
Member's authorized representative (name, designation, address)	
MEMBER – 2	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm/ Society / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Bidder's Legal Address, telephone numbers, fax numbers, email address	
Member's authorized representative (name, designation, address)	
MEMBER – 3	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm/ Society / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Bidder's Legal Address, telephone numbers, fax numbers, email address	
Member's authorized representative (name, designation, address)	
Note: All documents detailed in Clause No. 14 above must be submitted (as applicable) else, offer will be summarily rejected.	

**STAMP & SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

List of similar nature of works completed in last 07(seven) years

Sl. No.	Description of work	Name of the organization for whom executed the contract	Contract Agreement No. and date of award	Approximate value of contract (Rs.)		Date of commencement		Date of completion		Period of completion (in years, months and days)		Main features of the work	Remarks
				Agreement value (Rs.)	Final Value (Rs.)	Scheduled	Actual	Scheduled	Actual	Scheduled	Actual		

Signature of the Tenderer (s)

Tenderer (s) seal Note: Supporting Documents in the form of Client's Certificates shall be submitted.

Signature of Contractor (S)
With seal:for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India

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

- i) NAME:
- ii) ADDRESS.....
- iii) PHONE NO.....MOBILE.....FAX NO.....
- iv) INCOME TAX PAN NO.....EMAIL ID.....

2. PARTICULARS OF BANK ACCOUNT

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

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

Bank's Seal

Signature of the authorized official of the bank

DECLARATION BY THE PARTY

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

Date.....

Signature of the Party with stamp

END OF TENDER DOCUMENT

Signature of Contractor (S)
With seal:

for CWM/NBQS
N.F. Railway, New Bongaigaon
For & on behalf of President of India