



EAST CENTRAL RAILWAY
पूर्व मध्य रेलवे
DHANBAD DIVISION
धनबाद डिवीजन
MECHANICAL (C&W) DEPARTMENT
मैकेनिकल (सी एंड डब्ल्यू) विभाग

TENDER DOCUMENT
निविदा दस्तावेज़

Name of work	Retrofitment of Twin Pipe Air Brake System in BOBRN Wagons at ROH Shed BRWD under DHN Division.
Advertised value	Rs. 31,35,449.70/- (Rupees Thirty-One Lakh Thirty-Five Thousand Four Hundred Forty Nine and Paisa Seventy) only.
Tender Type	Open Tender in Single Packet System
Tender Document Cost	Nil
Earnest money Deposit/Bid Security (EMD)	Rs. 62,700.00/- (Rupees Sixty-Two Thousand Seven Hundred) only.
Completion Time	9 Months

EAST CENTRAL RAILWAY
DHANBAD DIVISION
I N D E X

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निविदादाताओं के लिए निर्देश एवं निविदा की शर्तें

Instructions to Tenderers and conditions of Tenders

1. E-tender will be opened after closing date and time stipulated in NIT in the office of the Divisional Railway Manager, E.C.Rly., Dhanbad (Mechanical C&W Department). If the office is closed on the stipulated date and time due to some unaccounted holiday or bandh etc. the tender will be opened on the next working day at the same time.
2. **Payment of Bid Security (Earnest Money Deposit):**
The Bid Security (Rs. 62,700.00/-) shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India. The Bank Guarantee bond shall be as per **Annexure-E/Annexure-VIA of GCC-2022** (Format provided at page no. 33-34 of this document) **and shall be valid for a period of 90 days beyond the bid validity per.**
3. **If a tender is accepted on the quoted rates of bidder, which is below by more than 5% of the advertised tender value, an additional performance security/guarantee of 5% of contract order value shall be submitted by the bidder.**
4. A copy of Documents against Tenderer's Credentials must be submitted along with the E-tender. No any documents against the same will be entertained in the office of Divisional Railway Manager, Dhanbad (Mechanical C&W Department) or anywhere else afterwards. Tender will be decided purely on the basis of documents available/attached with the E-tender No matter whether tenderer is working contractor or new. However, Railway may ask clarification with respect to document available/attached with the E-tender, if required.
5. Tenderer(s) is/are agreed to abide by the Indian Railways G.C.C.-Works-2022 with all correction slip up to date and to carry out the work according to the Special Conditions of contract and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up to date for the present contract.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract subject to modifications, as may be mutually agreed between Railways and contractor and indicated in the letter of acceptance offer for this work.
7. The following documents form part of Tender/Contract:
 - (a) Special conditions/Specifications as mentioned.
 - (b) Schedule of approximate quantities as mentioned.
 - (c) GCC-Works-2022 of Indian Railway as amended/ Corrected up to latest correction slips, copies of which attached with NIT for bidder's reference that bidder can see.
 - (d) All general condition pertaining to this work which will be issued by the Engineer or his Representatives (from time to time) with all changes and modifications.
8. The Tenderer(s) shall quote his/their rates as per schedule of rate of tender document on or before closing date of tender.
9. **Although Technical and Financial eligibility criteria are not required for this tender, But the Contractor should be aware of the special nature of the work. All major items (i.e., Sl. No. 1-19 of the Bill of Materials/Annexure-VIII at Page:55-57 of this document) required for the work shall be procured from RDSO-approved sources, and other items (i.e., Sl. No. 20-30 of the Bill of Materials) shall be procured from general sources as per the reference RDSO drawings. The contractor shall supply the items after conducting inspection through RDSO/RITES, for which the contractor shall pay the applicable inspection charges to RITES/RDSO. Besides this, all M&P, T&P & Consumables required (as per Annex.-IX at Page: 58) for execution of work shall be arranged by Contractor only.**

OTHER INSTRUCTIONS FOR TENDERERS

1. ELIGIBILITY CRITERIA:

As per GCC-April-2022 for Works, No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

2. GST COMPLIANCE

The firm should be registered under GST Rule. Compliance of GST formalities by the Tenderer is mandatory. No payment will be released without proper GST registration.

3. TAXES TO BE APPLICABLE ON RATES:

(a) GST and all other taxes will be applicable as per extant rule.

In case of any revision / alteration in taxes, received from the Income Tax Department, the same will be taken into account as per the directives.

4. CARE IN SUBMISSION OF TENDERS (Clause 6 of Part-I of GCC-April-2022):

4.1. 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 at appropriate place in IREPS portal are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract-2022 for Works for the completion of works to the entire satisfaction of the Engineer.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoice s is sued by Contractor;

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;
Any other non-compliance done by Contractor;

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

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

- 4.6. 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.
- 4.7. 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.
- 4.8. The tenderers shall submit a copy of certificate stating that all their statements/ documents submitted along with bid are true and factual. **Standard format of certificate to be submitted by the bidder is enclosed as Annexure-A** (format provided at **page-28** of this document). **In addition to Annexure-A, in case of other than company/Proprietary firm, Annexure-A(A)** (as per format provided at **page-29** of this document), shall also be submitted by each other member of a partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non-submission of above certificate by the bidder shall result in summary rejection of his/ their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they / he qualifying the Qualifying Criteria is mentioned in the Tender Document.

5. VARIATIONS IN EXTENT OF CONTRACT (Ref. Para 42 of Part-II of GCC-2022)

- 5.1. **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.
- 5.2.

- 5.2.1. Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work.
- 5.2.2. 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 up to the limit of 25% variation in quantity of individual item of works.
- 5.2.3. 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 up to 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 up to 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.
 - (1) Quantities operated up to 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;
 - (2) Quantities operated in excess of 100% but up to 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;
 - (3) 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.
- 5.2.4. In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- 5.2.5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate single percentage rate or individual item rate).
- 5.3. **Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided

therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid there for shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of GCC-2022.

6. ARBITRATION

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

7. JOINT VENTURES: Not applicable for this instant tender as its value is **less than Rs.10 Crore**,

8. BID SECURITY (Reference Clause 5 of Part-I of GCC, April 2022):

8.1.

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

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

Note:

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

8.1.2. 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 there of 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.

8.1.3. If his tender is accepted, this Bid Security mentioned in sub Para 8.1.1 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 for Works. 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.

8.2. 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-E (Annexure-VI (A) of GCC April 2022)** (format provided at page: 33-34 of this document) and shall be valid for a period of **90 days beyond the bid validity period.**

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

- (a) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- (b) 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)**
- (c) 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.
- (d) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- (e) 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.
- (f) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the *****Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
- (g) The envelope shall be addressed to the officer and address as mentioned in the tender document.
- (h) If the envelope is not sealed and marked as instructed above, the Railway 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.

9. SECURITY DEPOSIT (Reference Clause 16 (1) to 16 (3) of GCC, April 2022)

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

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

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

9.2.

9.2.1. **Refund of Security Deposit** - Security Deposit mentioned in sub clause (1) above shall be returned to the contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) of GCC-April-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-April-2022, in case applicable.

9.2.2. Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC-April-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-April-2022, the Security Deposit shall not be forfeited.

9.3. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Clause 10.2 of this tender document or Sub-Clause 16. (4)(b) of GCC-April-2022 will be payable with interest accrued thereon.

10. PERFORMANCE GUARANTEE (Reference Clause 16 (4) if GCC, April 2022)

The procedure for obtaining Performance Guarantee is outlined below:

10.1. The successful bidder shall have to submit a Performance Guarantee (PG) within **21 (Twenty-one)** days from the date of issue of Letter of Acceptance (LOA). Extension of

time for submission of PG beyond 21 (Twenty-one) days and **up to 60 days from the date of issue of LOA** may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of **12% per annum** shall be charged for the **delay beyond 21** (Twenty-one) days, i.e., from 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 Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit 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.

- 10.2. The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the contract value:

- I. A deposit of Cash;
- II. Irrevocable Bank Guarantee (format provided at Page:61 of this document);
- III. Insurance Surety Bond (as per Annex.-II/Annex.-XVII of GCC-2022 (provided at **page-62-63** of this document), new annexure added through ACS-9).

Note:

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

2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.

- IV. Government Securities including State Loan Bonds at 5% below the market value;
- V. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- VI. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- VII. Deposit in the Post Office Saving Bank;
- VIII. Deposit in the National Savings Certificates;
- IX. Twelve years National Defence Certificates;
- X. Ten years Defence Deposits;
- XI. National Defence Bonds and
- XII. Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO/E.C.Rly/HJP (free from any encumbrance) may be accepted.

- 10.3. 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.

- 10.4. 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.
- 10.5. 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.
- 10.6. Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- 10.7. 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:
- (a) 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.
 - (b) 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.
 - (c) The Contract being determined or rescinded under clause 62 of the GCC-April-2022.
- 10.8. If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below: -

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

11. PRICE VARIATION CLAUSE (Reference Clause 46A of GCC, April 2022)

PVC is not applicable for this instant tender as tender value is less than 2 Crore.

12. DETERMINATION OF CONTRACT:

It will be dealt as per Clause no. 61(1) to 61(3) and Clause 62(1) to 62(2) of GCC, April 2022 for works contract.

As per Clause 62(1) of GCC April-2022, If contractor's performance falls into 16 conditions which stipulated under this clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (Performa 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 (Performa 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 (Performa at Annexure-XI or XIII as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Performa at Annexure-IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

13. COMPLIANCE OF LABOUR LAWS:

The contractor shall be liable for strict compliance of the provisions of the relevant & extant Labour laws as applicable. The contractor will ensure compliance of **Minimum Wages Act 1948** and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract., **Apprentices Act, 1961** and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract. **The payment wages Act, 1936** and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. **Contract Labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971** as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. **Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Child Labour (Prohibition and Regulation) Act, 1986, Workmen's Compensation Act, 1923** and all other labour laws/acts & legislations Rules and Orders issued thereunder from time to time.

Contractor is to abide by the provisions of various labour laws in terms of above **clause 54, 55, 55-A and 55-B** of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal.

14. FORCE MAJEURE CLAUSE (Clause no. 17, Part-II of GCC): 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.

14A Extension of Time in Contracts (Clause no. 17A, Part-II of GCC): Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

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

- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 14A(i) or/and 14A(ii) or/ and 14A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than **15 days** before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

14B Extension of Time with Liquidated Damages (LD) for delay due to Contractor (Clause no. 17B, Part-II of GCC):

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 14 and 14A (or, 17 and 17A, Part-II of GCC), 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 the week.*

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

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

NOTE:

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

15. ACCIDENTS:

The contractor, who is adequately trained in safety measures, shall be fully responsible for implementing all safety measures and rectifying any defects. If any accident occurs within the working area due to negligence on the part of the contractor's personnel during maintenance/scheduled operation, the contractor shall be fully responsible for the same.

16. SAFETY OF PUBLIC:

The contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out, such persons as may, in the opinion of the Engineer (i.e. Sr. DME/Co-ord./DHN), be required to comply with regulations appertaining to the service.

17. 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.

18. RAILWAY PASSES

No free passes shall be issued by the Railway to the contractor or any of her employees/workers.

19. The contractor shall be responsible for employment of their contractual staff and be liable for observance of all statutory provision of Government. No claim for employment of contractual staff so engaged by the contractor in Railway whatsoever ground shall be entertained.

20. Accepted programme of Work (Clause 19(3), Part-II of GCC): The Contractor who has been awarded the work possible shall as soon as but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Electrification, finalized through Tenders having advertised value more than **Rs. 100 crores**, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-a-vis programme and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of plant delivery to Site, construction, erection and testing each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract and a supporting report which includes:

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

details showing the contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.

21. Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

22. Instruction of Engineer's Representative: Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

(a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon.

23. Damage to Railway Property or Private Life and Property (Clause 24, Part-II of GCC): The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

24. Provision of Efficient and Competent Staff at Work Sites by the Contractor:

24.1. The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

24.2. The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

24.3. In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

25.

- 25.1. **Workmanship and Testing:** The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.
- 25.2. **Removal of Improper Work and Materials:** The Engineer or the Engineer's Representative shall be entitled to order from time to time:
- 25.2.1. The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- 25.2.2. The substitution of proper and suitable materials, and
- 25.2.3. the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments there for, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.
- 25.2.4. The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.
26. **Facilities for Inspection:** The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
27. **Tools, Plant and Materials Supplied by Railway:** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
28. **Conditions governing the Contract:** The work under the contract will be governed by Indian Railway Standard General Conditions of Contract April'22 issued by Railway Board, Ministry of Railways, with up-to-date correction slips on or before the date of closing of

tender, unless otherwise mentioned in this tender document. The Indian Railway Standard General Conditions of Contract April'22 is available on the Indian Railway Website i.e. www.indianrailways.gov.in.

- (a) The contract shall be governed by the law for the time being and amended from time to time being in force in the Republic of India.
- (b) The tenderer has to obtain Labour License from the concerned authority for the staff engaged by him to carry out the subject work.
- (c) If any point of time if the administration feels the contractual services are not being maintained as per the standards, administration has got full liberty to cancel the contract as per provision of Standard General Conditions of Contract April'22.

EAST CENTRAL RAILWAY
TENDER FORM (FIRST SHEET)

NAME OF WORK : Retrofitment of Twin Pipe Air Brake System in BOBRN Wagons at ROH Shed BRWD under DHN Division.

To,
The President of India,
Acting through the Sr.DME(Co-ord)/DHN,
East Central Railway, DHANBAD.

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 **60 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Dhanbad Division, East Central 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 **9 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. 62,700.00/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

TENDER FORM (SECOND SHEET)

1. Instructions to Tenderers 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
 - (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 Senior Divisional Mechanical Engineer (Co-ord), East Central Railway, Dhanbad or obtained from the office of the Principal Chief Mechanical Engineer, East Central Railway, Hajipur on payment of prescribed charges.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. Drawings for the Work: The Drawing for the work can be seen in the office of the _____ and / or Chief Engineer, _____ Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of _____ Railway as applicable to _____ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period of **9 Months** from the date of issue of letter acceptance.
6. Bid Security:
 - (a) Subject to exemptions provided under Para 5(1) (a) of Part-1 (ITT) GCC-April-2022, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 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 stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to East Central

Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

- I. The Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
- II. the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

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

7. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria: (Reference: Para 10 of Tender form (Second Sheet) of Part-I of GCC)

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

[Note: Although Technical and Financial eligibility criteria are not required for this tender, But the Contractor should be aware of the special nature of the work. All major items (i.e., Sl. No. 1-19 of the Bill of Materials/Annexure-VIII) required for the work shall be procured from RDSO-approved sources, and other items (i.e., Sl. No. 20-30 of the Bill of Materials) shall be procured from general sources as per the reference RDSO drawings. The contractor shall supply the items after conducting inspection through RDSO/RITES, for which the contractor shall pay the applicable inspection charges to RITES/RDSO. Besides this, all M&P, T&P & Consumables required for execution of work shall be arranged by Contractor only.]

11. Tenderer Credentials:

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

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

- i. Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- ii. Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- iii. The list of personnel / organization on hand (format provided as Annex.-H at page-37) 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 [format provided as Annex.-I (alphabetical I) at page-38 respectively].
- iv. The tenderers shall submit a copy of certificate stating that all their statements/ documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-A (Annexure-V as per GCC-2022)**. In addition to Annexure-A, in case of other than company/Proprietary firm, **Annexure-A(A)** shall also be submitted by each other member of a partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non-submission of above certificate by the bidder shall result in **summary rejection** of his/ their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/ he 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. In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for **two years**.
- vii. In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to **two years**.

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

13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Sr. Divisional Mechanical Engineer (Co-ord), East Central Railway 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

- 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) above.
 - (b) HUF:**
 - (j) 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) above.
 - (c) Partnership Firm:**
 - (i) All documents as mentioned in **para18 of the Tender Form (Second Sheet)**.
 - (d) Joint Venture (JV):** Not applicable.
 - (e) Company registered under Companies Act 2013:**
 - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
 - (f) LLP (Limited Liability Partnership):**
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
 - (g) Registered Society & Registered Trust:**
 - (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) above.
- iii. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- iv. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
15. The tenderer whether sole proprietor / a company or a partnership firm/ registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in 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.

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

Note: -If information as required as per 16 (a), (b), (c) above in format of Annexure-C (format provided at page-31 in this document) has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

17. Participation of Joint Venture (JV) in Works Tender: Not Applicable.

18. Participation of Partnership Firms in works tenders:

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

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of

contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

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

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

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

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

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

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

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

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

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

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

Date: _____

Signature of Tenderer(s)

TENDER FORM (THIRD SHEET)
BILL OF QUANTITIES

NAME OF WORK : Retrofitment of Twin Pipe Air Brake System in BOBRN Wagons at ROH Shed BRWD under DHN Division.

Estimated Cost : Rs. 31,35,449.70/- (Rupees Thirty One Lakh Thirty Five Thousand Four Hundred Fourty Nine and Paise Seventy) only.

Item Sl. no.	Description of work	Qty	Unit	Rate including GST (in Rs.)	Amount in Rs.
A	Schedule-A : Retrofitment of Twin Pipe Air Brake System in BOBRN Wagons at ROH Shed BRWD under DHN Division:				
1	Retrofitment of Twin Pipe Air Brake System in BOBRN Wagons including GST @18%. (Qty. 01 No. = 1 Wagon).	115	Nos.	27264.78	3135449.70
Total Cost of Work					31,35,449.70

Note:

- 1.Estimate Rate is inclusive of required Material as per RDSO Drawing, Charges of Material Inspection, M&P, T&P, Manpower, consumables and GST Charges @18% for execution of the work.**
- The quantities shown in above Schedule are approximate and are as a guide to give the tenderer (S) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above & no extra rate will be allowed on this account.
- Bidders has to quote their rate as per above schedule of rate at appropriate place in IREPS portal in their financial bid section only, elsewhere, if found bidder's price-breakup during technical evaluation their bid will be summarily rejected.

Dated _____

Signature of the Tenderer(s)

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

I.....(Name and designation)**appointed as the attorney/authorized signatory of the tenderer, M/s.....(herein after 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 me/us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the **certificate** submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including besides banning of business for a period of up to **two year**. Further, I/we (*insert name of the tenderer*) **
And all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of up to two years.
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 here by certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF
THE TENDERER

PLACE: ----

Date: ---

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

ANNEXURE – ‘A(A)’

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

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

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Certificate of Information regarding Employment/Partnership etc. of Retired Railway Employees with the tenderer.**TABLE- A**

Sl No.	Information Sought	Whether 'Yes' or 'No'
1	Is any retired Railway Manager/Gazetted Officer Associated with the firm as detailed vide para 16 of Tender Form (Second Sheet) of GCC, April 2022	

Note: If the answer is 'Yes' above, comply the condition as per para 2 Tender Form (Second Sheet) of GCC, April 2022 Table- 'B' below.

TABLE- B

Sl. No	Name	Type of Association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particulars of permission taken for association with the tenderer	Any other information linked with para 16 of Tender Form (Second Sheet) of GCC, April 2022.

If 'Yes' or 'No' is not entered in the Table- 'A' above and when the answer is 'Yes', details at Table- 'B' is not entered, the tender offer shall be rejected.

Signature of Bidder/s

Date

Address.....

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

- I. NAME : _____
- II. ADDRESS : _____
- III. PHONE NO. _____ MOBILE: _____ FAX NO. _____
- i) 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) _____

3. 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

4. DECLARATION BY THE PARTY:

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

Date _____

Signature of the Party with Stamp

(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 Sr. Div. Mech. Engg. (Co-ord)/DHN
East Central Railway,

Beneficiary: FA & CAO/Hajipur, East Central Railway

Date:.....

Bank Guarantee Bond No.:

Date:

In consideration of the President of India acting through **Senior Divisional Mechanical Engineer (Co-ord.), Dhanbad East Central Railway**, (hereinafter called "The Railway") having invited the bid for

..... through Notice inviting tender (NIT) No....., we have been informed that **[Insert name of the Bidder]**..... **(Here in after 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 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 authorized persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favor 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 ofas above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....[insert date of issue] till[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favor 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.

Company Profile

- 1) Names of tenderer/s _____
2) Whether individual/firm/Company/Co-operative Society (duly registered) _____

- 3) Permanent (i) Business Address:- _____
(ii) Residential Address:- _____

- 4) If a firm:-
a. Whether registered or unregistered, Partnership or Proprietorship: _____
Date & No. of Registration under Indian partnership Act: _____

NOTE: True copy duly attested or registered Partnership Deed is to be enclosed in case of partnership firm & copy of Certificate of Registration, under Indian Partnership Act, should also been closed.

- 5) If a Company:-
a. Whether incorporated in India: _____
b. Names & addresses of Directors: _____

NOTE:- A certified copy of the (i) Certificate of Incorporation (ii) Memorandum & Articles of Association, & (iii) last audited Balance Sheet & Profit & loss Accounts should be enclosed with this tender.

- 6) If a Registered co-operative society of actual works:-
a. Name of the Society _____
b. Name of the president _____
c. Address _____
d. Date & No. of Registration of the Society _____

NOTE:-A certified copy of (i) Certificate of Registration, (ii) Memorandum of Articles of the Society, (iii) Last audited Balance steel & Profit & loss Account should been closed with this tender.

- 7) Original money Receipt/Demand draft/deposit receipt/ Pay Order No. _____
dt _____ issued by the the HQ's Cashier/Garden Reach or _____
(schedule/Nationalized Bank) is enclosed herewith

Signature of _____

Tenderer's Seal

The tenderer/s _____

Place _____ Date _____

CONSTITUTION OF FIRM

1	Constitution of the firm/ concern. (Tick as applicable)	Sole Prop./ Partnership Firm/ Company/ JV/Society/LLP
2	Full name of the Sole Prop./ Partnership Firm/Company/ JV/Society/LLP	
3	Year of formation/ incorporation	
4	(a) PAN No.	
	(b) GST No	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	E- mail id	
8	Names of the proprietor/ partners/ JV members etc	

Signature of Tenderer**Firm's Seal****Date:**

PROFORMA**1. ENGINEERING ORGANIZATION AVAILABLE ON HAND:**

Sl. no.	Name & Designation of Employee	Qualification	Previous Experience	Working	
				From	To

2. ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS ABOVE:

Sl. no.	Name & Designation of Employee	Qualification	Previous Experience	Remarks

3. ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE (A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED).

Sl. no.	Name & Designation of Employee	Qualification	Previous Experience	Remarks

Signature of Tenderer**Date:**

PROFORMA**1. PLANT & MACHINERY AVAILABLE ON HAND:**

Sl. no.	Particulars of machinery plant & equipment	No. of units	Kind and Make	Capacity	Age and Condition	Approx. cost in lakhs Rs.	Purchase bill no. & Date and registration particulars

2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE:

Sl. no.	Particulars of machinery plant & equipment	No. of units	Kind and Make	Capacity	Age and Condition	Approx. cost in lakhs Rs.	Purchase bill no. & Date and registration particulars

3. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE:

Sl. no.	Particulars of machinery plant & equipment	No. of units	Kind and Make	Capacity	Age and Condition	Approx. cost in lakhs Rs.	Purchase bill no. & Date and registration particulars

Signature of Tenderer**Date:**

SCOPE OF WORK

Name Of Work	:	Retrofitment of Twin Pipe Air Brake System in BOBRN Wagons at ROH Shed BRWD under DHN Division.
Location	:	The work will be carried out in premises of sick lines, ROH shed of BRWD depot, Dhanbad division or a suitable place nominated by Sr.DME(Co-ord)/DHN
Period of work	:	09 Months

1. **GENERAL FEATURES:** Retrofitment of twin pipe air brake system in Freight Stock i.e. the work contains fitment of feed Pipe and other related components on 115 BOBRN wagons as per RDSO drawing, drg no. WD-91071-S-74 Alt. 4, WD-91071-S-75 Alt. 3, WD-04058-S-1, SK-73552 etc. with material purchased from RDSO approved sources as per **Annexure-VIII (bill of material)** at Page no. 55 to 57 of this Agreement document.

2. The above list is for guidance only. Tenderer may follow all related drawings and specifications for actual/latest requirement for execution of work. In case, extra material is required for execution of the work, the same shall be provided by the contractor, at no extra cost.

3. Stripping and fitment of Twin pipe air brake system in place of single pipe air brake system

a. Wagon for stripping and fitment of air brake system in single pipe brake system will be offered by railway to the contractor. **The contractor has to complete the retrofitment of Twin pipe air brake system within 09 Months from date of issue of LOA with monthly outturn of 13-14 wagons per month.**

b. Wagons offered for stripping and fitment of air brake system in single pipe brake system shall be compiled in all respect by the contractor **within 48 hrs.** of the offer.

Contractor shall receive the wagon from authorized representative of railway for retrofitment of twin pipe air brake system. Stripping and fitment of air brake system in single pipe air brake system wagon will be done as per schedule of work for which space will be provided by Railway. After completion of the said work the wagon will have to return to authorized representative of railway as per aforesaid stipulated time and quantity.

The contractor shall be responsible for safe working on the wagon. Any damage during retrofitment of twin pipe air brake system on wagon will be made good/repared by contractor as per standard practices.

4. Railway will offer the wagons for fitment of twin pipe brake system on daily basis if availability in Yard. In case of less availability of wagons, Contractor should not claim for any sort of compensation.

5. The Distributor Valve, pipe bracket with control reservoir, Auxiliary reservoir and Air brake hose coupling (B.P.) are already fitted on wagon. The contractor has to ensure testing of retrofitted wagons with the help of SWTR and if during test any leakage found the same shall be rectified by the contractor. No wagons shall be turned out with leakage.

6. All the machinery and plants and additional material required during execution of work will be arranged by the contractor as per **Annexure-IX** at page no. 58 of this agreement document.

7. SUPPLY OF MATERIAL:

A) All materials required for the work including air brake equipment, pipes, Teflon tapes and nuts & bolts (fasteners) etc. shall be arranged by the contractor. The contractor shall be responsible for the procurement of the materials and copies of invoices purchased to be submitted to the Railway at the time to supply. Contractor has to submit Commercial Invoice issued in his name & address in token of purchase of items. The items as per Annexure of bill of material shall be inspected by RITES/RDSO prior to dispatch for

which the contractor has to pay toward inspection charged to RITES/RDSO. Inspection of the procured material mentioned in the attached lists to be carried out as follows:

- i. Material listed in RDSO vendor directory- RDSO inspection.
- ii. Material not listed in RDSO vendor directory- RITES inspection.

B) The amount paid by contractor to RDSO and RITES shall not be reimbursed by Railways.

C) The items to be procured from RDSO approved sources should be indicated in the bill of materials. All the supplied items should be strictly as per tendered drawings and specifications as per latest alteration available with RDSO, detailed in the Bill of material.

D) Documents in support of inspection by RDSO/RITES are to be submitted along with material. The invoice along with inspection certificates should be handed over to the nominated official of Sr.DME(Co-ord)/DHN at the consignee for his record & verification. The invoiced material should be for one month quantity due to space constraints at the work site.

E) Material shall be arranged by the contractor in set per wagons shall be supplied at site according to the requirement. And the custody and safety of material before fitment is the responsibility of the contractor.

8. House Keeping:

- i. Retro fitment of twin pipe (at site) shall be carried out by Contractor at nominated locations /lines. Railway shall provide covered shed/EOT crane for the work, if available. Every precaution shall be taken by the contractor to protect his employees & materials & Railway properties. Contractor shall adhere to relevant rules of Railway working (in yards/workshop/maintenance sheds) such as putting stop Board, Clamping on points etc.
- ii. Subject to availability, Railway shall provide protected storage space or office space for use of contractors. Contractor shall liaise with Railway authorities for getting available facilities. Contractor should also arrange round the clock guard for security of its Materials, Tools, Machines etc. kept at the work site. Railways shall not be responsible for any theft or loss of material, stores belonging to the contractor.
- iii. To ensure that the material removed/dismantled by the contractor from the wagons during retrofitment of twin pipe brake system in single pipe brake system have been handed over to authorized representative of Railway with proper records.
- iv. The contractor should do regular housekeeping to keep work site free of scraps and litters. **Scrap generated during fabrication and assembly work shall be retained by the Railway.** Contractor shall however stack the scrap properly at nominated locations and assist Railways in its loading in Railway wagons /lorry/truck/dumper.

9. Electricity: Railway may supply to the contractor part or whole of the electric power whenever available and possible required for execution of works from the Railway's electric supply system at or near the site of work on specified terms and conditions and such charges as shall be determined by Railway and payable by the contractor. Railway will provide a metered connection in near to the work place and the cost of arranging necessary connection to the railway electric supply system, and laying of underground / overhead conductor , circuit protection, electric power meter, transmission structure, shall be **borne by contractor** and that the contractor shall not be entitled for any compensation for the interruption or failure of Electric supply system.

The contractor will have to make his own arrangements at sick line, ROH depot for electricity power supply during the work i.e. DG set. Alternatively, the electricity can be provided by railways on payment by providing temporary connection, as per GCC. For this, the contractor shall have to submit his load requirement, based upon which railways shall work out an estimate for all the cabling and equipment required for providing a power source at the desired location (sick line, ROH shed).

10. Delivery Schedule: The contractor should complete the offer wagon within 48 hrs from offer timing of wagons. **The retrofitment work shall be commenced within 30 days from date of issue of LOA.**

11. Working hours are from 07:00 to 17:00 Hrs daily. Working time may change as per requirement and availability of infrastructure.

12. SUPPLY OF MATERIALS BY RAILWAY:

(a) **Railway will not supply any materials required for the works.** The contractor has to make his own arrangements to procure all materials at his cost and the work includes the cost of such materials.

(b) The tenderer/Contractor shall make their own arrangements for all plant and machinery, equipment, lifting jacks, SWTR, tools, road crane including spare parts, consumable stores and labour required to ensure efficient and methodical execution of work. No extra claim will be entertained for their conveyance etc. **only compressor required for air brake testing shall be provided by railway free of cost on the availability.**

13. The work has to be planned by contractor in consultation with representative of Sr.DME(Co-ord)/DHN or ADME/BRWD on day-to-day basis.

14. The firm has to depute sufficient staff to complete the day's work on time. Any wagon should not be left in lifting condition. At the time of closing of work, wagons will be made fit at least for shunting work.

15. Placement information of wagon for retrofitment will be given on email/SMS/mobile to contractor.

16. All release material or scrap shall be returned to the railway.

17. The site engineer/ supervisor of the contractor should report daily to the authorized representative of ADME/BRWD in the morning and evening who will check the daily diary and endorse necessary instruction on behalf of Sr.DME(Co-ord)/DHN if work is not found up to the entire satisfaction of Railway administration.

SPECIAL TERMS & CONDITION OF CONTRACT:

1. The contract will nominate minimum one site supervisor/Engineer (deployed as per clause 20A of other instruction to tenderers). He should be well experienced & competent enough to supervise the work and liaison properly with Railway administration. Before deputing the supervisor, the knowledge & technical capability will be tested by Railway administration.
2. The complaint management system will be arranged by contractor at his own where all complaints will be registered and their resolution can be managed.
3. **The contractor shall engage staff with completed police verification and medical fitness. Before starting work, he shall submit these certificates to the concerned depot in-charge. Medical fitness certificates must be from a government-registered practitioner.**

4. Inspection:

3.1 The works of retrofitment will at all times be open for inspection by Railway representative and any defects noticed during inspection in the dimension and execution of the works shall be rectified or replaced by the contractor at his own cost. The decision of the Railways, to the existence of the defect. The manner in which the defective work to be rectified, shall be final and conclusive.

3.2 The progress of retrofitment work as well as execution of all works at site will be subject to periodical review by the Railway administration. The contractor will offer all facilities to the Railways representative to make periodical detailed assessment of the progress of the works. Such information and progress report as may be called for by the Railway and at such intervals and specifications shall also be made available.

3.3 All the records such as drawings with up to date corrections, ledgers for materials, daily progress report, test certificates, bills of material purchased, identity cards, Police Verification of the workers and other relevant registers shall be kept readily available at the site at all time by contractor and at the time of inspection of the Railway officials.

3.4 Materials/consumables like oxygen, Acetylene etc., brought to the site by the contractor shall be of approved quality as per the standards as the same shall be inspected and approved by the SSE/JE (C&W)/BRWD.

3.5 The test certificate for the retro-fitted of twin pipe (both conventional and BMBS) should be updated by contractor on Performa for single wagon air brake test on day to day basis duly sign by contractor representative and SSE(C&W)/IC/BRWD representative as a form of documents and kept it in the office of SSE(C&W)/IC/BRWD or his representative and have a copy of same, with himself.

3.6 Inspection Registers And Records:

The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Sr.DME(Co-ord)/DHN or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Sr.DME(Co-ord)/DHN representative. The Contractor's representative will maintain the following registers at site.

Site Order Register –

The Contractor shall promptly acknowledge orders given therein by Sr.DME(Co-ord)/DHN or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.

i. Labour Register -

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

ii. Log Book of events –

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

5. ISSUE OF IDENTITY CARDS BY CONTRACTORS:

4.1 The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work as per the prescribed format provided in the tender document, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per relevant clause of GCC.

4.2 It is mandatory on the part of every employee, deployed by the contractor to keep in this possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law.

4.3 It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the and also for any subsequent changes made during the execution of the work.

4.4 No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

IDENTITY CARD

IDENTITY CARD NO:-----

DATE OF ISSUE : -----

CONTRACT AGREEMENT NO:-----

NAME OF THE CONTRACTOR & ADDRESS



Space for Photo

PARTICULARS OF EMPLOYEE:

I) NAME OF THE EMPLOYEE

II) DATE OF BIRTH /AGE

III) PERSONAL IDENTIFICATION MARK

IV) PERMANENT ADDRESS

V) AADHAR NUMBER

6. No passes and concessional facilities either for travel of contractor or his agents or his labour are allowed by the Railway.
7. In case of any loss to the Railway property or theft of Railway materials by the contractor's staff the same shall be borne by the contractor.
8. The Railway will not entertain any claim towards any accident what so ever of the contractor or staffs employed by contractor. Also the contractor or staffs employed by contractor will not have any claim towards employment in Railway organization at any point of time.
9. The contractor shall be liable to honour the Central and State government laws, statutory rules regulations, notification like legislation of local self-government, municipal requirement etc. and shall be solely responsible for any breach thereof Railway stand indemnified against any penalty/prosecution consequent to the violation (deliberate or inadvertent) by the contractor or his employees representative etc. of such statutory provision in force.
10. The contractor shall indemnify Railway against any or all claims, which may arise under the Workmen's compensation Act or any other Act or statute having bearing over the services and for engagement or workmen directly or indirectly for performance of work under the contract. The contractor shall indemnify Railway its employees against any penalties as principal employer for any failure of the contractor to honour various state laws/enhancement.

11. If there is non-performance/bad workmanship/non-satisfactory work then the contractor would be served a 07 days' notice to make good. On expiry of 7 days notice, if contractor fails to make good or performance does not improve, then Railways have the liberty to issue 48 hours' notice of termination. On expiry of 48 hours notice period, contract would be terminated by issuing a letter and on such termination, contractor's entire Security Deposit and Performance Guarantee available with Railways plus any dues arising from the works executed by the contractor will be forfeited. The same will be processed as per the Clause No.62 of G.C.C April-2022.
12. All disputes and difference of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after determination of the contract, shall be referred by the contractor to the Railway and the same shall be dealt under clause 63 & 64 of General Condition of Contract April-2022 in so far as it relates to the present contract.
13. The Contractor has to perform all new works related to the job in future after mutual agreement with the Railway Administration.
14. For any further information, tenderers may contact the office of Sr.DME(Co-ord)/, E.C.Railway, Dhanbad.
15. In all matters so specially provided for or allowed for therein, the execution of the work involved in this tender shall be done in accordance with the Indian Railways General conditions of contract, April 2022 with upto date correction slips and instructions issued by Railway". If there is any conflict in general condition and special condition the latter shall prevail.
16. The contractor shall be responsible for compliance with the provision of the Hours of Employment Regulation in respect of the staff employed by him in the manner decided by the appropriate authority. The term appropriate authority would mean Central Government who has laid down rules in respect of items to Employment Regulations, 1961 and subsequent rules as issued from time to time by the state Government.
17. **Penalty :**
 - (i) If retrofitted wagon got sick marked due to failure of any component or poor workmanship within 90 days then Rs 3,000/- per wagon shall be deducted from bills of contractor.
 - (ii) If work is not completed in prescribed time schedule (i.e. 48 hrs), a penalty @Rs.1000/- per day per wagon shall be imposed.
 - (iii) No penalty shall be applicable if delay is on account of Railway Administration. It will be the sole discretion of contract signing authority to decided whether delay is on account of Railway or not.
 - (iv) Railway Administration reserves the right to impose suitable penalty for non compliance of any of the condition specified in the contract.
 - (v) During inspection by any mechanical department officer, if found any abnormality in fitted wagon by contractor under this contract then a sum of Rs.5000/- will impose per wagons on contractor.
 - (vi) Liquidated Damage will be applicable as per GCC.

17. Waiver of Penalty:

Waiver of penalty can be considered by the competent authority i.e.Sr.DME(Co-ord)/DHN on submission of valid reasons with justification along with supporting documents by the firm for the factors beyond the control of the firm. Otherwise suitable penalty shall be imposed as per terms and condition of the tender documents. Decision of Railway shall be final in this regard.

18. WARRANTY:

The firm shall stand guarantee, unless otherwise specified in the specification on individual component/ sub assembly, for a period of **24 (Twenty-Four) months** from the date of retro fitment of the system. In case of any premature failure of any components due to design/manufacturing deficiency, firm will be liable to make free replacement within reasonable time to the depot where failure has been reported. Whenever repeated failures are reported, firm shall investigate and come up with satisfactory reasons for failure and take remedial action. The failed component/ sub assembly (within the warranty period) shall be taken back by the supplier for repair and re-supply to the Railways after RDSO Inspection along with as extended warranty period as applicable to the new supply.

19. PAYMENT TERMS :

- i) Payment will be made on monthly basis against successfully retrofitment of twin pipe brake system of wagons lot as per material schedule along with RDSO/RITES inspection certificate of all material and SWTR testing certificate which is issued by the concerned Sr.Sec.Engineer or authorized representative for the completed work duly deducting the penalties if any.
- ii) The work done bill should be submitted by the contractor to the office of SSE(C&W)/IC/BRWD and the same should be forwarded to the office of Sr.DME(Co-ord)/E.C.Railway, Dhanbad in every following month duly certified by concerned SSE/C&W/IC/BRWD & concerned ADME/DME.
- iii) Necessary income tax and other taxes as applicable will be deducted from the contractor's monthly bill.
- iv) The documents regarding proof of payment of GST must be submitted alongwith the monthly bill.
- v) Contractor shall submit Consignee's Certificate for the work done alongwith calculation of penalty as applicable.
- vi) Payment will be made by Sr.DFM/E.C.Rly./DHN online through NEFT/RTGS.

OPTION FOR TAKING PAYMENT THROUGH A LETTER OF CREDIT (LC):

(Rly Bd. Letter No 2018/CE-I/CT/9 dated 04/06/2018)

- (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be a sight LC
 - (b) The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his ,agents or employees, in

relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.

- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

20. **PERIOD OF CONTRACT:** The period of contract will be **09 (Nine) months** but the Railway Administration shall be entitled to terminate the contract at any time should in the opinion of Railway the cessation of work becomes necessary owing to paucity of fund or any other cause what so ever by giving seven days notice to the Contractor and the contractor is entitled for payment to the extent of work actually done to the Railway. Notice in writing from the Railway for such termination and reasons, therefore, shall be conclusive evidence thereof.

21. **Indian Railway Shramik Kalyan Portal:** All workers engaged in the contract work should be uploaded against LOA issued on Indian Railway Shramik Kalyan Portal. All workers engaged should have a valid bank account in which staffs monthly salary credit is to be ensured, registration under EPFO & ESIC account for each worker should be ensured. Every month wages, EPF, ESI contribution, etc as per required field on portal to be uploaded. This is irrespective of number of workers employed.

PERFORMANCE BANK GUARANTEE

The President of India,
Acting through FA & CAO
East Central Railway,
Hajipur,

BG No.
Date:
Value:
Validity:

1. In Consideration of the President of India acting through FA & CAO, East Central Railway, Hajipur (hereinafter called "The Government") having agreed to exempt M/s..... (hereinafter called "the Said Contractor") from demand, under the terms and conditions of an Agreement vide acceptance letter No..... datedmade between Senior Divisional Mechanical Engineer (Co-ord), East Central Railway, Dhanbad and M/s..... (hereinafter called "the Said Contractor") for (hereinafter called "the Said Agreement") for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....only).We,..... (hereinafter referred to as "the Bank") at the request of M/s. (Contractors), do hereby undertake to pay to the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We,(indicate the name of the bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on 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 or conditions contained in the said agreement or by reason of Contractor (s) failure to perform 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..... (Rupees Only).
3. We undertake to pay to the Government any money so 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 valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.
4. We,(indicate the name of the bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till FA & CAO /East Central Railway Hajipur (Office Department) Ministry of Railway certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee, Unless or demand or claim under this guarantee is made on us in writing on or before the, we shall be discharged from all liability under this guarantee thereafter.
5. We.....(indicate the name of the bank), further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or contractor(s).
7. We, (indicate the name of the bank), lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated ; theday of20

For..... (Indicate the name of the bank)

Annexure-II
(Annexure-XVII of Part-II of GCC-2022
(Reference Para 16 (4) of Part-II of GCC-2022)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India
Acting
Through.....,
.....
Railway.

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

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

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

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

AND

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

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

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name (s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **Rs. 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 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.

SB No.

Date:

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 alin, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed **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 2025

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

Place.

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

Witness

- 1.
- 2.

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

(Reference Clause 62. (1))

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 the Standard General Conditions of Contract to commence works/to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract 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

(Reference Clause 62(1))

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 the Standard General Conditions of Contract 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 the Standard General Conditions of Contract 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

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on
registered IREPS Email

PROFORMA OF TERMINATION NOTICE

RAILWAY
(Without Prejudice)

No. _____

Dated _____

To

M/s _____

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 the Standard General Conditions of Contract 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.

The Final measurements of work executed by you against the said contract will be taken/started on _____ at _____ hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

Kindly acknowledge receipt

Yours faithfully

For and on behalf of the President of India

**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. _____

lo connection with _____

1. Seven days notice under Clause 62 of the Standard General Conditions of Contract was gives 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 6 of the Standard General Conditions of Contract to commence works/ to make good the progress of works, faling 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 fix 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 stands reduced to

Kindly acknowledge recipe

Yours faithfully

For and on behalf of the President of India

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 the Standard General Conditions of Contract 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

Bill of Materials**Annexure-VIII****Bill of material required for retrofitment of twin pipe air brake system of BOBRN wagons**

SL No	Description of Item	Qty Per Wagon	Unit	Drawing No	Item No	Material specification	To be procured from the source	To be inspected by
1	Pipe 32 Bore (FP) complete with flange and socket	1	No	WD-91071-S-74 ALT -4	16	As per drawing	RDSO Approved	MITES/ RDSO
2	Pipe 32 Bore (FP) complete with flange and socket	1	No	WD-91071-S-74 ALT -4	18	As per drawing	RDSO Approved	MITES/ RDSO
3	Pipe 32 Bore (FP) complete with flange and socket	1	No	WD-91071-S-74 ALT -4	19	As per drawing	RDSO Approved	MITES/ RDSO
4	Pipe 32 Bore (FP) complete with flange and socket	1	No	WD-91071-S-74 ALT -4	20	As per drawing	RDSO Approved	MITES/ RDSO
5	Pipe 20 Bore complete with flange and socket	1	No	WD-91071-S-74 ALT -4	21	As per drawing	RDSO Approved	MITES/ RDSO
6	Pipe 20 Bore complete with flange and socket	1	No	WD-91071-S-74 ALT -4	23	As per drawing	RDSO Approved	MITES/ RDSO
7	Pipe 20 Bore complete with flange and socket	1	No	WD-91071-S-74 ALT -4	24	As per drawing	RDSO Approved	MITES/ RDSO
8	Pipe 20 Bore complete with flange and socket	1	No	WD-91071-S-74 ALT -4	25	As per drawing	RDSO Approved	MITES/ RDSO
9	Cut off Angle Cock	2	No	WD-91071-S-74 ALT -4	5	As per drawing	RDSO Approved	RDSO
10	Dirt Collector	1	No	WD-91071-S-74 ALT -4	6	As per drawing	RDSO Approved	RDSO
11	Isolating Cock	1	No	WD-91071-S-74 ALT -4	7	As per drawing	RDSO Approved	RDSO

12	Check Valve	1	No	WD-91071-S-74 ALT -4	8	As per drawing	RDSO Approved	RDSO
13	Air Brake Hose Pipe Coupling F.P.	2	No	WD-91071-S-74 ALT -4	4	As per drawing	RDSO Approved	RDSO
14	Clamp for 32 Bore Pipe	11	No	WD-04058-S-01	3	As per drawing	RDSO Approved	UTES/ RDSO
15	Clamp for 20 Bore Pipe	2	No	WD-04058-S-01	1	As per drawing	RDSO Approved	UTES/ RDSO
16	Packing 120x40x18.5	5	No	WD-91071-S-74 ALT -4	39	As per drawing	RDSO Approved	UTES/ RDSO
17	Packing 120x40x8.5	2	No	WD-91071-S-74 ALT -4	47	As per drawing	RDSO Approved	UTES/ RDSO
18	Packing 120x40x28.5	2	No	WD-91071-S-74 ALT -4	40	As per drawing	RDSO Approved	UTES/ RDSO
19	Packing 100x40x16	1	No	WD-91071-S-74 ALT -4	41	As per drawing	RDSO Approved	UTES/ RDSO
20	Std Hex Hd Bolt M12x35 Long with Std Nut & Spring Washer	4	No	WD-91071-S-74 ALT -4	43	As per drawing	General source	UTES
21	Std Hex Hd Bolt M10x55 Long with Std Nut & Spring Washer	4	No	WD-91071-S-74 ALT -4	44	As per drawing	General source	UTES
22	Std Hex Hd Bolt M10x45 Long with Std Nut & Spring Washer	9	No	WD-91071-S-74 ALT -4	45	As per drawing	General source	UTES
23	Coupling Support	2	No	SK-73552	9	As per drawing	General source	UTES
24	APD for Cut-off Angle Cock	2	No	WD-91071-S-74 ALT -4	66	As per drawing	General source	UTES
25	Hex Nut RP 1 1/4	2	No	WD-91071-S-74 ALT -4	11	As per drawing	General source	UTES
26	Locking Bracket	2	No	WD-91071-S-74 ALT -4	28	As per drawing	General source	UTES
27	Bracket Supporting Plate	2	No	WD-91071-S-74 ALT -4	50	As per drawing	General source	UTES

28	Bracket for Clamp	3	No	WD-91071-S-74 ALT -4	51	As per drawing	General source	UTES
29	Gasket for 32 mm NB pipe joints	8	No.	WD-83062-S-07, Alt.5,	1	As per drawing	General source	UTES
30	Gasket for 20 mm NB pipe joints	8	No.	WD-83062-S-07, Alt.5,	1	As per drawing	General source	UTES

Note: The above list is for guidance only. All materials shall be supplied as per latest RDSO drawing/amendment available at the time of tender opening. In case any extra material is required other than specified in the above table for execution of the work, the same shall be provided by the contractor without claiming extra cost. All vendor directory items should be procured from RDSO approved sources only.

Additional estimated material required for Retrofitment of twin pipe air brake system of wagons

S. No.	Description of material	Unit	Qty per wagon	Referral Drg.	Material Specification	To be procured from the source	To be inspected by
1	Electrode A2 4x350mm	Mtrs	5	-	-	RDSO approved	UTES/RDSO
2	DA Gas.	M3	2	-	-	General source.	-
3	Qxygen Gas.	M3	6	-	-	General source.	-
4	Paint red Oxide	Ltr.	3	-	ISC 446 as per RDSO Spec.No. M7C/PCN/122 /2006	Reputed source	-
5	Paint Gulf red	Ltr.	2	-	IS:8662/2004	Reputed source	-
6	Paint Enamel White	Ltr.	3	-	IS:8662/2004	Reputed source	-

Note:

- i) Miscellaneous consumables such as wooden pieces, supporting Tape Teflon for air tightness, anti corrosion liquid sprayer for preventing corrosion on threading areas shall also be arranged by the contractor at his own cost.
- ii) Any other additional items like supporting brackets, wooden pieces etc as directed by Railway to suit the twin pipe fittings with existing single pipe shall be provided by contractor at his own cost.

MACHINERY TO BE PROVIDED BY THE CONTRACTOR

Sl.No	Description
1	SWTR
2	Welding plants
3	Gas cutting Cylinders and torches
4	Drilling machine
5	For pipe Bending and threading & cutting required machinery to be arranged by the contractor at work place or the same work can be done out side
6	Tools and Plant Like Threading Die, Sets of Screw Driver, Spanners, Pipe Spanners , Hand Grinder straight, Hand grinder Angular, Welding Cables and Holder, Cuttogen with Regulators, Hammers etc

The above list is for guidance only. Contractor must make his own arrangement as per the work requirement, in addition to the above if required.

**CHECK SHEET OF DOCUMENTS/CERTIFICATE REQUIRED TO BE
ENCLOSED/SUBMITTED ALONG WITH THE TENDER**

1.	Eligibility Criteria (Technical & Financial): As per GCC-April-2022 for Works, No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh. [Note: Although Technical and Financial eligibility criteria are not required for this tender, But the Contractor should be aware of the special nature of the work. All major items (i.e., Sl. No. 1-19 of the Bill of Materials/Annexure-VIII) required for the work shall be procured from RDSO-approved sources, and other items (i.e., Sl. No. 20-30 of the Bill of Materials) shall be procured from general sources as per the reference RDSO drawings. The contractor shall supply the items after conducting inspection through RDSO/RITES, for which the contractor shall pay the applicable inspection charges to RITES/RDSO. Besides this, all M&P, T&P & Consumables required for execution of work shall be arranged by Contractor only.]	Mandatory
2.	(i) Annexure-A (at P/28 of Tender document): Format for certificate to be submitted/uploaded by tenderer along with the tender documents. Non-submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. (ii) In addition to Annexure-A, in case of other than Company/Proprietary firm, Annexure-‘A (A)’ (provided at page-29 of TD) shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be.	Mandatory
3.	Annex.-B: which is at page-30 of TD (i.e.CA certified Annual Contractual Turnover Data for the Previous 3/4 Years)].	Optional
4.	Tenderer has to be furnish “The information as required as per 16 (a), (b), (c) of tender (Second form) regarding employment of Retired Railway Employee in proprietor/partnership/JV/LLP etc” in format of Annexure-C (provided at page-31 of this document).	Mandatory
5.	Tenderer has to be submitted following documents with his offer:- (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) List of personnel / organization on hand (format provided as Annex.-H at page-37). (iii) List of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work [format provided as Annex.-I (i.e. alphabetical I) at page-38 respectively]. (iv) Annexure-F: Company Profile (format at page-35 of Tender document) (v) Annexure-G: Constitution of Firm (at page-36 of Tender document)	Optional
6.	As per Para-14 of Tender Form (Second Sheet), Tenderer has to be submitted following documents regarding constitution of their firm:-	
6(a)	If firm is Sole Proprietorship Firm , then tenderer have to submit the documents as per clause no. 14(i) & 14-ii (a) of Tender Form (Second Sheet) of this document. Beside this Copy of PAN (in name of firm), GST registration etc. also to be submitted with his offer.	Mandatory (if applicable)
6(b)	If firm is HUF ; then tenderer have to submit the documents as per clause no. 14(i) & 14-ii (b) of Tender Form (Second Sheet) of this document. Beside this Copy of PAN (in name of firm), GST registration etc. also to be submitted with his offer.	Mandatory (if applicable)
6(c)	If firm is partnership ; then tenderer have to submit the documents as per clause no. 14(i) & 18.10 of Tender Form (Second Sheet) of this document. Beside this Copy of PAN (in name of firm), GST registration etc. also to be submitted with his offer.	Mandatory (if applicable)
6(d)	If firm is Joint Venture (JV); Not Allowed to participate.	--
6(e)	If firm is Company registered under Companies Act 2013 ; then tenderer have to submit the documents as per clause no. 14(i) & 14-ii (e) of Tender Form (Second	Mandatory

	Sheet) of this document. Beside this Copy of PAN (in name of firm), GST registration etc. also to be submitted with his offer.	(if applicable)
6(f)	If firm is LLP (Limited Liability Partnership); then tenderer have to submit the documents as per clause no. 14(i) & 14-ii (f) of Tender Form (Second Sheet) of this document. Beside this Copy of PAN (in name of firm), GST registration etc. also to be submitted with his offer.	Mandatory (if applicable)
6(g)	If firm is Registered Society & Registered Trust; then tenderer have to submit the documents as per clause no. 14(i) & 14-ii (g) of Tender Form (Second Sheet) of this document. Beside this Copy of PAN (in name of firm), GST registration etc.	Mandatory (if applicable)
7.	<p>Bid Security: - The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond [as per Annexure-E (format given at page:33-34 of TD) from a scheduled commercial bank of India or as mentioned in tender documents. and shall be valid for a period of 90 days beyond the bid validity period.</p> <p>If Bid security submitted by tenderer, as Bank Guarantee format (Annexure-E), Then tenderer has to ensure it (i) A scanned copy of the Bank Guarantee shall be uploaded on e-procurement Portal (IREPS) while applying to the tender. (ii) The original Bank Guarantee should be delivered in person to the official nominated Ch.OS (C&W) Branch, DRM office Dhanbad) as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids).</p> <p>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 summarily rejection of bid.</p>	Mandatory (if tenderer choice the EMD payment through BG)
8.	Tenderer has to submit NEFT mandate form as per Annexure-D (provided format at page-32 of tender document) which should be verified by bank.	Desirable

Note:

Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested as above.

Signature of Bidder/s

Date

“End of Tender Document”