

Cover Page

NORTHERN RAILWAY

MORADABAD DIVISION

TENDER NOTICE No: E-1-OT- Sand Filling-HW-MB-26

ELECTRICAL DEPARTMENT

NAME OF THE WORK

“Round the clock supply and filling of dry sand, free from clay, mica, oil & other foreign materials as per specification No. AAR M-916-51 in sand boxes of Diesel & Electric Locomotives at MB & HW stations of MB division for 06 months.”

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Signature of Issuing Authority with Stamp
Sr. Divisional Electrical Engineer/OP,
MB Division, Northern Railway, Moradabad- 244001
For and on Behalf of the President of India

TOP SHEET

Name of work	"Round the clock supply and filling of dry sand, free from clay, mica, oil & other foreign materials as per specification No. AAR M-916-51 in sand boxes of Diesel & Electric Locomotives at MB & HW stations of MB division for 06 months."
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1	E-Tender Notice No	E-1-OT-Sand Filling- HW- MB-26
2	Approximate Contract/Tender Value	Rs.16,38,532.80/- (Inclusive of all taxes and charges including GST as per Govt. rule)
3	Period of Contract:	06 months
4	Earnest Money	Rs.32,800.00/-
5	Date & Time of Closing of E-Tender on website	As per E-tender portal IREPS.
6	Date & Time of E-Tender opening on website	As per E-tender portal IREPS.

6) Mandatory details to be filled in by tenderer while submitting/uploading their offer:

1	Constitution of the firm/ concern (Tick as applicable)	Sole Proprietorship/ Partnership Firm/ Company/ Society
2	Full name of Sole Proprietorship/ Partnership firm/ company/ Society (as the case may be)	
3	Year of formation/ incorporation	
4	PAN No.	
5	Firm's GSTIN No.	
6	Registered Office Address and contact No	
7	Address on which correspondence regarding this tender should be done	
8	Name of the proprietor/ partners etc.	
9	Details of EMD submitted	
10	Contact No.	
11	Email ID	
12	Minimum Eligibility Criteria- Work Experience Refer clause of Minimum Eligibility Criteria of tender document.	
13	Minimum Eligibility Criteria-Financial Eligibility Refer clause of Minimum Eligibility Criteria of tender document. Format for Liquidity/Banking reference is attached as Annexure-G.	
14	Undertaking for truthfulness/correctness of the documents submitted/uploaded by the tenderer along with the tender (as per Annexure-A of tender document), failing which the offer shall be summarily rejected	
15	An undertaking that he is not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India	
16	Retired Railway Employee Declaration on duly notarized affidavit, failing which the offer shall be summarily rejected	
17	Power of Attorney for all types of firms except	

	Proprietorship firm Refer Tender Form (Second Sheet) of tender document	
18	Bank Details (Annexure-F of tender document)	
19	Status of Works is being executed in Hand by Contractor (Annexure-D of tender document)	
20	Tender Form (First Sheet) Declaration Form of tender document	
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Note:

- (i) Special attention of tenderers is drawn to above, as per which the tenderer should submit along with tender, the documents mentioned therein pertaining to constitution of firm/ concern.
- (ii) I/We am/are a Micro and Small Enterprise registered from
(body approved by Ministry of MSME) with registration No and
terminal validity up tofor similar work/service.

Signature of Issuing Authority with Stamp
Sr. Divisional Electrical Engineer/OP,
MB Division, Northern Railway, Moradabad- 244001
For and on Behalf of the President of India

BID FORM (First Sheet)
NORTHERN RAILWAY

Name of Work: "Round the clock supply and filling of dry sand, free from clay, mica, oil & other foreign materials as per specification No. AAR M-916-51 in sand boxes of Diesel & Electric Locomotives at MB & HW stations of MB division for 06 months."

To,
The President of India,
Acting through the Sr. Divisional Electrical Engineer/OP
Northern Railway, Moradabad.

1. I/We have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/we will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for Northern Railway, at the rates quoted in the attached schedule and hereby bind myself / ourselves to complete the work in all respects within **06 months** from the date of issue of letter of acceptance of the Bid.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of **Rs.32,800.00/-** is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:
 - a) 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
 - b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Micro and Small Enterprise registered from
(body approved by Ministry of MSME) with registration No and
terminal validity up tofor similar work/service.
5. Until a formal agreement is prepared and executed, acceptance of this Bid 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/ service.

Signature of Bidder/s

Date

Address.....

Sr.DEE/OP/MB

BID FORM (Second Sheet)

- 1. Instructions to bidder and Conditions of bid:** The following documents form part of bid / Contract:
 - (a) Bid forms - First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Schedule of approximate quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer/OP/, Northern Railway, Moradabad division, Moradabad or obtained from the office of the Chief Manager, Northern Railway on payment of prescribed charges.
 - (e) Schedule of Rates as amended / corrected upto latest Correction Slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer/OP, Northern Railway, Moradabad division, Moradabad or obtained from the office of the Chief Manager, Northern Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.
- 2. Drawings for the Work:** The drawings for the work can be seen in the office of the Sr. Divisional Electrical Engineer/OP, Northern Railway, Moradabad division, Moradabad and / or Chief Manager, Northern Railway at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Manager or her representative from time to time.
- 3.** The Bidder(s) shall quote her / their rates as a percentage above or below the Schedule of Rates of Northern Railway as applicable to Moradabad Division except where they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.
- 4.** Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her/ them.
- 5.** The works are required to be completed within a period of **06 month** from the date of issue of acceptance letter.
- 6. Earnest Money:**
 - (a) The bid must be accompanied by a sum of **Rs.32,800.00/-** as earnest money deposited through online mode available on e-tendering website www.ireps.gov.in or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit, who are registered for similar work/service. **The firms, who have registered for similar work/service shall be considered for exemption from payment of Earnest Money Deposit, otherwise his/their offer/s shall be summarily rejected.**
 - (b) The bidder(s) shall keep the offer open for a minimum period of **60 days** from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above Stipulation, shall be forfeited to the Railway.
 - (c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder

after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

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 no bidder(s) shall demand neither any explanation for the cause of rejection of her /their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the bidder(s) deliberately gives / give wrong information in her / their tender or creates / create circumstances for the acceptance of her their tender, the Railway reserves the right to reject such tender at any stage.

9. If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Bidder's Credentials: Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

11. For Manual Bidding:

Manual Bidding is not accepted for this open tender.

12. For E-Bidding:

Only E-bids are invited for this open tender through IREPS Portal and relevant guidelines should be followed.

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

14. Execution of Contract Documents: The successful bidder(s) shall be required to execute an agreement with the President of India acting through the Sr. Divisional Electrical Engineer/OP, Northern Railway, Moradabad division, Moradabad for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).

15. Partnership Deeds, Power of Attorney Etc.: The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder 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.

16. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

16.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.

16.2 The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.
- (b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim(s) preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.
- (c) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC.
- (d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.
- (e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

16.3 If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the aforementioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

16.4 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

16.5 A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions

17. Employment/Partnership etc. of Retired Railway Employees:

(a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender 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, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

(b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in Gazetted capacity in the any department of the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract.

Signature of Bidder(s)

Date :

(Signature)

Sr. Divisional Electrical Engineer/OP

Northern Railway, Moradabad

CONTRACT AGREEMENT OF SERVICES**NORTHERN RAILWAY**

Contract Agreement No.

Date :

ARTICLES OF AGREEMENT made this ____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the Services ***"Round the clock supply and filling of dry sand, free from clay, mica, oil & other foreign materials as per specification No. AAR M-916-51 in sand boxes of Diesel & Electric Locomotives at MB & HW stations of MB division for 06 months."*** set forth in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

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

(Signature)

Contractor

Address

Date:

Signature

Sr. Divisional Electrical Engineer/OP

Northern Railway, Moradabad

(For President of India)

Date:

Instructions to tenderers

- This tender shall be processed through IREPS portal. The bidders shall fill the tender with tender schedule through IREPS portal. The same will be closed & opened on scheduled date and time mentioned in the tender notice.
- **Tenderers are requested to read the tender form carefully and filled their rates as per instructions given in tender schedule as well as tender document.**

3.0 System of Verification of Tenderer's credentials:

3.1 For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "*documents supporting the claim of qualifying the laid down eligibility criteria*", will be considered for evaluating his/their tender. The system shall be applicable once it is made operational in IREPS. This system is already being followed by some of Railway PSUs.

3.2 In all works tender documents, following para may be added in the section describing the qualification and eligibility criteria.

*"The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **annexure-A**. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And 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. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned."*

With the submission of the affidavit as mentioned above, the practice of verification of tenderer's documents by the Railways may be dispensed with. Following clause may also be added to the Instructions to Bidders.

- a) *The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.*
- b) *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 5 (five) years.*

(As per Railway Board's letter no. 2017/Trans/01/Policy, dated 08.02.2018)

Advance correction slip No. 2 of GCC for services, 2018

- A. Clause 2.6.2.1.3 of GCC for services, 2018 shall be modified to read as under-

The bidders shall be required to submit an undertaking certifying the truthfulness of all the documents submitted / uploaded along with the tender. This shall be mandatory for all the bidders. In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected.

- B. There was no format corresponding to para 2.6.2.1.3 of GCC for services. Therefore, a new Annexure - **A** of GCC for services, 2018 shall be introduced as under-

(As per Railway Board's letter no. 2017/EnHM/25/11, dated 01.07.2020)

Note: The bidder/s is/are requested to submit a certificate/undertaking (not necessarily notarized affidavit on a non-judicial stamp paper in the prescribed format as given in Annexure-A (the format may be downloaded from the link www.ireps.gov.in) for verification/confirmation of the documents submitted for compliance of eligibility / qualifying criteria. ***Non submission of the certificate or submission of certificate not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of his/her offer.***

4. The tenderer shall give full details of the constitution of the firm/Company/Society etc. in the given format enclosed at **Annexure-E** of tender documents and should be submitted/uploaded with the e-tender.
5. The tenderers shall quote his Rate as per instructions given in Offer Form (Schedule of Rates).
6. The tenderer/s should keep in view before quoting his/their rates that the rates accepted by the Railway administration shall hold good for entire contract period.
7. Payment of EMD
Payment of Earnest Money deposit (EMD) in respect of e-tendering shall be accepted through net banking or payment gateway only available on e-tendering portal.
(As per Railway Board's letter no. 2015/CE-I/CT/5/1 dated 31.08.2016.)
8. Offer submission period-
Bidders can submit their offer before closing of tender.
9. The tenderers shall upload scanned copies of mandatory credentials such as experience/completion certificate, turn over certificates and any other documents such as PARTNERSHIP DEED, POWER ATTORNEY, AFFIDAVIT, PAN, TIN, GSTIN as applicable, if there is discrepancy in original and scanned/uploaded instruments, the offer will be summarily rejected.
10. The contractor shall be disqualified from participating in the bidding for services in a Railway division (MB division) :
 - (i) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 in that Railway division (MB division), within the previous 2 years from date of submission of bids.
 - (ii) In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent

to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority)

The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extant rules.

11. Disqualification of bidders:

(i) Employment / Partnership etc. of Retired Railway Employees

(a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or

(b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or

(c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or

(d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then

the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least **one** year prior to the date of submission of the Bid 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, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.

Bids without the information above referred to or a statement on notarized stamp paper to the effect that no such retired Manager or retired Gazette Officer is so associated with the Bidder, as the case may be, shall be rejected.

(ii) Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the General Conditions of Contract.

(iii) If the bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

12. The bidder shall submit along with the Bid document, documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid. In two packet system of bidding, each bidder shall be assigned score for their technical bid. The score of technical bid should be more than or equal to minimum qualifying marks as mentioned in bid document. The system of assigning score shall be as per the bid document.

13. The bidder shall submit an affidavit on a stamp paper to the effect that all the documents submitted by her along with her bid are true. This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.

14. If the tenderer/tenderers 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.
15. The authority for the acceptance of the tender shall rest with Sr. Divisional Electrical Engineer/OP, Moradabad Division, Northern Railway and does not bind on himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tenders.
16. The work done by the contractor will be inspected by Sr. Divisional Electrical Engineer/OP/, Moradabad or by his representative nominated by him on his behalf.
17. In case of disputes between the Contractor and Railways the General Conditions of Contract for Services, January-2018 with upto date correction slips as applicable to Railways are applicable.
18. Wherever not mentioned, the contractor has to bring men, materials and required machinery etc. for executing the service/work.
19. The rates quoted by the contractor shall be firm and no variation in the later stage will be accepted.
20. **Wherever not specifically mentioned, all other terms & conditions of The General Conditions of the Contract for Services, January-2018 with all correction slips shall be applicable on this contract. And also Model SOP, 2018 with all correction slips of Indian Railway will applicable to this contract.**
21. Contractor should be liable to reimburse Railway Administration all costs, damages and awards incurred by Railways due to the act of omission or commission by him or his staff.
22. It is onus of the contractor to maintain the register as per the contract labour (regulation & abolition) act.
23. The contract shall be governed by the law for the time being in force in the Republic of India.

Sr. Divisional Electrical Engineer/OP
Moradabad Division, Northern Railway, Moradabad
For and on behalf of President of India

MINIMUM ELIGIBILITY CRITERIA

- 1.1 Work Experience:** The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract** for a minimum of 35% of advertised value of the bid.

*Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

** Similar service contract means “*Tenderers having experience of similar works in any work involving manual labour and manual transportation of goods.*”

(As per Headquarter Office’s letter No.424-T/O/Running Room/Housekeeping/9007/Pt-II, dt. As signed)

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.

Note:

- (i). If the bidder fails to submit details of work executed by them, then the offer/bid shall be summarily rejected.
- (ii). The bidder shall submit details of work executed by them in the prescribed format as given in **Annexure-K** along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract. But in case of works executed in Govt sector, details of work should be issued by executing authority/Gazetted officer.

- 1.2 Financial Standing:** The Bidders will be qualified only if they have minimum financial capabilities as below: -

- (i) **T1- Financial Turnover:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.
- (ii) **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant’s commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids (as per **Annexure-G**).

In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

1.3 Other Criteria: Bid Evaluation - Technical Criteria

The following criteria shall be applicable for bid evaluation:

S.No.	Weightage	Technical Criteria	Documentation	Scoring
1	27% i.e. 27 marks maximum	Previous Work Done- The bidder shall submit documents related to completed/ on-going similar service contracts during the last three previous financial years and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/ on-going similar service contracts in the following categories: 1) Payment received more than or equal to 80% or 50% or 40% of the current advertised bid value and percentage penalties imposed therein	-- Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/ on-going similar service contracts with satisfactory performance.	Scoring Method; For each completed/ on-going similar service contracts with satisfactory performance shall be as under: (a) 100% Marks if the bidder has completed or received payment as under: 1 project > 80% 2 project > 50% or 3 or more projects > 40% of the advertised value of the bid. (b) 50% Marks if the bidder has completed or received payment as under: 1 project > 50% or 2 projects > 40% of the advertised value of the bid. (c) 20% Marks if bidder has completed or received payment as under: 1 project > 40% value completed. No marks of all projects < 40% value completed. Deduction for percentage penalty imposed in the respective completed / on-going similar service contract. The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% of contract value shall not be considered for calculation of scores for this purpose.
2	47% i.e. 47 marks maximum	Turnover (in last three and current financial year) (Less than 1.5 times the value of work is not eligible)	As per audited balance sheet certified by the CA.	a) 100% Marks More than 15 times advertised value of work. b) 80% marks – 8-15 times advertised value of work. c) 60% marks 3-8 times of advertised value of work. d) 40% marks 1.5-3 times advertised value of work.
3	26% i.e. 26	Number of years in operations (firms having less	Company establishment certificate and	a) 100% marks- more than 8 years. b) 80% marks – 5-8 years. c) 60% marks 2-5 years.

	marks maximum	than 1year of experience are not eligible)	company's work order copy/agreement copy/ completion certificate etc. as proof of operation. Years shall be counted from the date of agreement of the work.	d) 40% marks- 1-2 years.
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The Bidder shall be required to produce copies of the relevant documents in support of their credentials for being considered during technical evaluation. As per the marking assigned in the table above, each Bidder shall be assigned Score for Technical Bid (S_{TB}). **Bidders who's S_{TB} shall be 60 or above shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying marks of 60 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.**

(Authority R.B. L.N. 2018/EnHM/13/01, dated 29.06.2020)

Note:

- i. *Scoring against each work certificate will be given after considering the penalty percentage of respective work. If more than one similar work is enclosed (i.e. more than 50%, 40% of advertised tender value) then final score will be calculated after considering the work with maximum penalty. Similar work certificate attached/uploaded by the bidder to be as per Appendix for evaluation of works duly filled penalty column. In case penalty is not mentioned in employer certificate than that certificate will not be considered for scoring purpose. If penalty value is Zero, it must be mentioned as zero/nil.*
- ii. *Years of operation shall be calculated from date of agreement work enclosed as proof of operation. Accordingly, number of calendar months will be calculated from date of agreement upto date of opening of tender for assigning the scores.*
- iii. *The firm should be registered with EPF & ESIC. Copy of the same should be attached/uploaded with the tender without which offer shall be summarily rejected.*
- iv. *No post tender correspondence for submission of additional document pertaining to eligibility shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void.*
- v. *The offer shall be evaluated as per the documents once submitted along with the offer and offer/s found without required document/s pertaining to eligibility will be summarily rejected.*

**Sr. Divisional Electrical Engineer/OP
Northern Railway, Moradabad**

SCOPE OF WORK

Name of work: Round the clock supply and filling of dry sand, free from clay, mica, oil & other foreign materials as per specification No. AAR M-916-51 in sand boxes of Diesel & Electric Locomotives at MB & HW stations of MB division for 06 months.

1. The work consists of filling of sand in Diesel & Electric Locomotives at HW & MB stations of MB division.
2. The dry & screened sand to be provided/Filled in sand box for the use in the Diesel & Electric Locomotives in order to maintain the adhesion between Wheels and Rails.
3. The Sand should be dry, free from clay, mica, oil & other foreign materials and also should flow freely and must not have any tendency to cake. The sand to be supplied must be **as per specification No. AAR M-916-51** (Car and Locomotive) without fail.
 - a. Tenderer(s) has to supply dry & screened river sand **as per above specification** directly in 10 Kg capacity water proof non-moisturized transparent polythene bags in sealed condition.
 - b. Tenderer(s) shall not be allowed to use Railway land anywhere to get the primary work done such as dumping of raw sand, screening & sieving of sand, bagging & packing works etc. which he/they supposed to do at out of Railway land only covered space will be provided for storage of sand bags only.
4. The specification of the sand is to be test/checked in nearest laboratory by contractor.
5. Total approximate requirement of screened sand for 06 months is around 304560 Kg. For measurement purpose 304560 kg sand will be counted as 30456 nos. sand bags of 10 Kg capacity each. The quantity may increase or decrease as per Railway Administrative requirement.
6. Tenderer shall open register and maintain with specific columns wherein the date wise entries of incoming sand bags with challan/ voucher number and wise outgoing sand bags with loco numbers and that register to be up dated daily at HW & MB and will be countersigned by on duty Crew Controller.
7. The contractor has to deploy sufficient labours in order to avoid detention of trains, there by inviting penalty. The contractor shall supply uniform to the staff along with florescent Jacket as decided by Railway. The payment will be made on the basis of quantity dealt by the contractor. The contractor shall also supply entry permit for identification of contractor's staff.
8. Tenderer(s) shall arrange suitable torch lights dragon search light and rain coats to his staff for working conveniently during night time and rainy season. It shall be the responsibility of the contractor to provide personal safety item like shoes, helmets, hand gloves etc. to the labourers deployed by him.
9. The cost of sand shall be inclusive of all charges such as labour lead, lift loading/unloading, transporting, all other incidental charges liable by state /central govt. and other local bodies etc. The rate shall inclusive of all taxes and charges etc. as mentioned in payment clause.
10. Tenderer(s) has to ensure payment of minimum wages to his labour.
11. The supplied sand shall be filled up in Diesel & Electromotive locomotive of coaching & goods trains run in up directions under the guidance of on duty Crew Controller at HW as detailed below:
 - a. 20 kg sand (2 bags of 10 kg each) will be filled in two leading sand boxes of working cab/leading trolley.
 - b. Spare one sand bag of 10 kg sand also to be provided in the loco cab.
 - c. Total 30 kg sand (3 bag) will be consumed in each loco.

12. It is the responsibility of crew controller to ensure filling of the sand in Locomotives by contract labour if any irregularities found, reported to the administration/supervisor concerned.
13. The supply & filling up of sand must be carried out carefully without any infringement to the Railway working as per Railway Act and GR & SR in force on Railways.
14. The work shall be carried out as per the advice of Sr.DEE/OP/MB under the supervision of CLI/ crew controller MB & HW.
15. **Penalty will be levied in case of following irregularities:**
 - a) Failure to fill up the sand in any of the offered locomotives within the stipulated time of 5 minutes causing late departure of train.
 - b) Any misbehavior by the contractor's labour with Railway men.
 - c) Any other irregularities noticed by Railway officials.
 - d) In case of sand loading labour not turn up for his duty and tenderer(s) failed to arrange alternative person within **30 minutes**.
 - (e) The amount of penalty will be **Rs.500/-** for every case reported in writing on the above irregularities.
 - (f) In case of violation of any clause (even reported verbally) of the contract a penalty up to **Rs.3000/-** may be imposed by Sr. DEE/OP/MB.

It shall be the responsibility on the part of the contractor to periodically counsel & provide training to the staff deployed by him regarding safe practices to be adopted while working in Railway premises/station area/on running lines/crossing of tracks etc. In case of any unfortunate eventually to the staff deployed by the contractor, the sole responsibility will lie on the contractor.

16. Payment Conditions:

- a) Payment will be made on monthly basis of actual quantity for sand filling in the locomotive on the basis of certification by designated Railway Authorities (CCs).
 - b) The bill shall be submitted to Sr. DEE/OP/MB's office after making necessary deductions through CLI/Loco(I/c)/Moradabad in triplicate Railway standard bill format along with Measurement Book jointly signed by CLI/Loco(I/c)/Moradabad, CLI/Loco(I/c)/Haridwar and the contractor, for further submission to Sr. DFM/MB for arranging payment to the contractor. Without test certificate no payment will be made.
 - c) The following taxes will be deducted from the payments.
 - i. Income tax @ 2%
 - ii. Surcharge, if any on Income tax @ 15%
 - iii. Any other tax applicable from time to time by State/ Central Government.
 - iv. Any penalty if attracted, as per penalty clause will also be deducted from the monthly payments.
 - d) Any statutory taxes/levies viz. income tax, surcharge, penalty, if any etc., as applicable shall be deducted from the bills.
 - e) The contractor shall made payment of the wages to his staff through bank payment mode. The contractor shall maintain proper documentation for the same. These documents shall be produced for verification by railways on demand at any point of time during the currency of the contract.
17. The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work.

18. **GST:** GST as applicable has to be paid by the contractor. It will be the sole responsibility of the contractor to pay GST. The contractor shall submit GST paid challan/document on monthly/quarterly basis as issued by the concerned department.
19. **Income tax :** In terms of Income Tax Act. 1961 as amended from time to time 2% of income tax and 15% surcharge on Income Tax as applicable will be recovered from contractor's Bill. A certificate will be issued indicating the actual amount deducted at the time of payment.
20. Railway will not be at any time responsible for any accident/ injury occurring to the labour employed by contractor for executing this work. The contractor shall wholly be responsible and shall see that; proper attention and medical treatment is given to the labour employed by him. The contractor shall be responsible for any claim arising out of the employment injury or otherwise in the course of employment under any statute.
21. It is the onus of the contractor to maintain registers as per the contract labour (regulation and Abolition) act.
22. Contractor should be liable to reimburse the Railway Administration all costs, damages and awards incurred by Railway due to the act of omission or commission by him or his staff.
23. The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The Contractor shall disburse the wages to his staff through bank A/c payment mode.
24. Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify Railway Administration against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in Railway Administration.
25. Observance of Bonded Labour system abolition ordinance 1975. The bonded labour system abolition ordinance 1975 would apply to the present contract. The contractor shall duly observe the provisions thereof.
26. The contractor shall provide entry permit to all his staff as per the Performa given as annexure-B in this tender document which shall be subject to revision by railways.
27. The Sr. Divisional Electrical Engineer (OP), Moradabad Division, Northern Railway, Moradabad – 244001 reserves the right to reject any tender without assigning any reasons what so ever.
28. The Railway reserves the right to modify/add/omit/reject any Special Conditions of the Contract.

Name and Signature of the Tender
With the Seal and Date

GENERAL CONDITIONS OF CONTRACT FOR SERVICE

REGULATIONS FOR TENDERS AND CONTRACTS AND INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER. (For the guidance of Engineers and Contractors for works under works Contracts)

This contract is covered by Indian Railways General Conditions of Contract for Service, January, 2018. In the event of any conflict or inconsistency between General terms and Conditions of Contract and Special Terms and Conditions of Contract, the latter will prevail.

1. MEANING OF TERMS

1.1 Interpretation: These shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Bid Forms.

1.2 Definition: In these General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

Examples of earning contracts are running (operating) 4-wheeler / 2-wheeler stands; publicity on platforms / trains etc.; running (operating) various type of stalls on platforms including reservation centers, book-stalls, restaurants, fast-food stalls, tea-stalls etc.

1.2.1 Railway shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on her behalf.

1.2.2 General Manager (GM) shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.

1.2.3 Chief Manager shall mean the Officer in charge of the user department i.e. Mechanical, Commercial, Operations, Safety/ Finance/ Health, Engineering including S & T and Electrical of both Open line and Construction department including production units etc. (for e.g. CEE, COM, CCM, CE, CMD etc.) and shall mean and include their successors of the Successor Railway.

1.2.4 Divisional Railway Manager (DRM) shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

1.2.5 Manager shall mean the Divisional officers or equivalent officers of the user department i.e. Mechanical, Commercial! Operations! Safety! Finance! Health! Engineering including S & T and Electrical of both Open line and Construction department including production units etc. in executive charge of the works (e.g. Sr. DEE, Sr DME, Sr DOM, Sr DCM, CMS, Sr DEN etc.) and shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway

1.2.6 Bidder shall mean the person/ the firm/ co-operative or company whether incorporated or not who Bids for the services with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assignees.

1.2.7 Limited Bids shall mean bids invited from all or some contractors on the approved or select list of Contractors with the Railway.

1.2.8 Open Bids shall mean the bids invited in open and public manner and with adequate notice.

1.2.9 Works shall mean the works contemplated for delivery of services as per drawings and schedules set forth in the Bid forms and required to be executed according to the specifications.

1.2.10 Service means any subject matter of procurement other than goods or works, except those

incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

1.2.11 Earning Contract means a contract in which the contractor makes payment to Railway for some notified activity, i.e. where Railway gets some earning by awarding the contract. Examples of earning contracts are running (operating) 4-wheeler, 2-wheeler stands; publicity on platforms , trains etc.; running (operating) various type of stalls on platforms including reservation centers, book-stalls, restaurants, fast-food stalls, tea-stalls etc."

1.2.12 Specifications shall mean the Standard Specifications for Materials & Services of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Bid document.

1.2.13 Schedule of Rates of the Railway (SOR) shall mean the Schedule of Rates issued under the competent authority from time to time.

1.2.14 Drawings shall mean the maps, drawings, plans, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.

1.2.15 Contractor shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assignees.

1.2.16 Contract shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Bid Forms, if any.

1.2.17 Tools and plants shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the services.

1.2.18 "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the services.

1.2.19 Site shall mean the lands, spaces, trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

1.2.20 Period of Maintenance shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.

1.2.21 Two Bid System / Two Packet System shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.

1.2.22 Quality and Cost Based Selection shall mean a system of bid evaluation where weightages are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criteria based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria.

1.3 Singular and Plural: Words importing the singular number shall also include the plural and

vice versa, where the context requires.

1.4 Headings and Marginal Headings: The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

1.5 Use of Personal Pronouns: The form of personal pronouns adopted in this document in relation to bidders is 'she', 'her' etc. It shall be deemed to signify/include all persons (and objects) irrespective of the gender/sex.

2. Eligibility of Bidders and Bid Evaluation

2.1 Elements of Service Contracts and Procedures thereof

2.1 Essential elements of a Service Contract: Service contracts are generally defined by scope, (e.g., services expressed in terms of functions, processes, activities, or projects), governance (e.g., decision powers, roles and responsibilities), operations (e.g., day-to-day operating procedures), financial arrangements (e.g., fee structures, settlement arrangements), performance (e.g., expected outputs, levels of service, reporting) and implementation (e.g., activities, timelines, level of effort). Quality of services and timely availability of services is essential for the satisfactory performance of a Service Contract. Bids/ Tenders have to be framed in such a manner in which these basic elements are ensured.

2.1.2 For Service Contracts valuing Rs. 50 lakhs and above (the cost of Bid as decided by Railway Board from time to time), at present, two-packet system of bidding for evaluation would be adopted based on Clause 2.6 B.

2.1.3 Service contracts valuing less than Rs. 50 lakhs (as decided by Railway Board from time to time) shall be decided on the basis of financial bids as per procedures laid down by Railway Board.

2.2 Qualification Criteria

2.2.1 Eligible Applicant

2.2.1.1 The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

2.2.1.2

a) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.

b) Any Central government department! Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.

c) If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.

d) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process

- (i) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;

(ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project."

e) If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual, consequent to having been banned business dealings or suspended business dealings

2.3 Lead Partner/ Non-Substantial Partners/ Change In JV/ Consortium

2.3.1 One of the members of the JV Firm shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm.

2.3.2 Once the Bid is submitted, the MOU shall not be modified/ altered/ terminated during the validity of the Bid. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

2.3.3 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV Firm shall not be allowed to be modified after submission of the bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

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

2.4 Joint Venture (JV) Firms in Bids

2.4.1 Participation of Joint Venture (JV) Firms in Service Bids: This Clause shall be applicable in the Bids, where participation of JV has been allowed as per bid document.

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

2.4.1.2 Number of members in a JV Firm shall not be more than three, if the service involves only one department (say Mechanical or commercial or Medical) and shall not be more than five, if the work involves more than one department.

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

2.4.1.4 The Bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.

2.4.1.5 Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

2.4.1.6 A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

2.4.1.7 On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per clause 4.11. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

2.4.1.8 On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, interalia, following Clauses:

(a) Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the service is completed.

(c) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.

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

2.4.1.10 No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said bid/ contract.

2.4.1.11 Documents to be enclosed by the JV Firm along with the Bid:

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

(a) Notary certified copy of the Partnership Deed,

(b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

(c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

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

- (a) Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

2.4.1.11.3 In case one or more members is/ are limited companies, the following documents shall be submitted:

- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company

to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

- (b) Copy of Memorandum and Articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

2.4.1.11.4 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in Bids/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

2.5 Disqualification of Bidders

2.5.1 Employment / Partnership etc. of Retired Railway Employees

2.5.1.1

- (e) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or
 - (f) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or
 - (g) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or
 - (h) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then
- the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least **one** year prior to the date of submission of the Bid 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, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.

Bids without the information above referred to or a statement on duly notarized affidavit to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be summarily rejected.

2.5.2 Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the General Conditions of Contract.

2.5.2.1 If the bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

2.5.2.2 The contractor shall be disqualified from participating in the bidding for services in a Railway division,

- (I) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 in that Railway division, within the previous 2 years from date of submission of bids.

(ii) In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority)

The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extent rules. (As per annexure-I)

2.6 Bid Evaluation System

Evaluation of the bids shall be done as per the following system -

For evaluation of bids, the technical criteria must be defined by the tender inviting authority in consultation with associate finance and approval of the tender accepting authority, as per the needs and specific requirements of the project in question.

Based on the type and specific requirements of the project the following methods of bid evaluation can be used, as considered appropriate.

A. Single Packet System: This method of evaluation shall be used for all service contracts having bid value upto and including Rs 50 Lakh. This shall be based on the eligibility criteria as per clause 2.6.1.1 and 2.6.1.2 below. Clause 2.6.1.3 shall not be applicable here.

B. Two Bid System / Two Packet System: This method of evaluation shall be used for all service contracts having bid value exceeding Rs 50 Lakh.

The procedure detailed below shall be adopted for dealing with 'Two Packets System' of Bidding:

With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. In this system, the Bidders shall submit their quotations/ offers in two sealed envelopes; with one envelope containing the Technical bid (First packet) and the other envelope containing the Financial Bid (Second packet).

The first packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable by meeting the minimum qualifying marks as provided in the technical criteria, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids.

However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc.; communication can be initiated with the bidders, In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarifications shall be confined to the documents/information already submitted by the bidder.

C. Quality and Cost Based System (QCBS): This method of selection may be used for consulting services where quality of consultancy is of prime concern such as management consulting, feasibility studies etc. This method of evaluation shall be used for all consultancy service contracts having bid value exceeding Rs 50 Lakh. Under QCBS, weightages are assigned to technical and financial bid.

The bid document shall specify the minimum qualifying score for the quality of technical bid and also the relative weightages to be given to the quality and cost (determined for each case depending on the relative importance of quality vis-a-vis cost aspects in the assignment, e.g. 70:30, 60:40, 50:50 etc.). The bid with the highest weighted combined score (quality and cost) shall be selected. The weightage of the technical parameters i.e. non- financial parameters in no case should exceed 80 percent.

2.6.1 Minimum Eligibility Criteria

2.6.1.1 Work Experience The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract** for a minimum of 35% of advertised value of the bid.

***Completed service contract** includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

** Similar service contract means any contract that is so specified by the competent authority. Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorization by the Management for issuing such credentials.

Notes:

The bidder shall submit details of work executed by them in the prescribed format along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract.

2.6.1.2 Financial Standing: The Bidders will be qualified only if they have minimum financial capabilities as below -

(i) T1- Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.

(ii) T2-Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids(as per annexure-G).

In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

2.6.1.3 Other Criteria: Based on the nature of services required, type of contract and other such considerations, the competent authority may include any other criteria as it deems fit in the minimum eligibility criteria for the qualification of bidders. Technical criteria has been specified in Eligibility Criteria.

2.62 Evaluation of Technical Bid

2.6.2.1 Bidder's Credentials:

2.6.2.1.1 The bidder shall submit along with the Bid document, documents in support of their claim to fulfil the minimum eligibility criteria as mentioned in the bid. In two packet system of bidding, each bidder shall be assigned score for their technical bid. The score of technical bid should be more than or equal to minimum qualifying marks as mentioned in bid document. The system of assigning score shall be as per the bid document.

2.6.2.1.2 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.

2.6.2.1.3 The bidders shall submit an affidavit on a stamp paper to the effect that all the documents submitted by her along with her bid are true (as per Annexure-A). This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.

After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L1) for their authenticity. In case the credentials of L1 are not found to be in order, her bid shall be treated as technically unresponsive and thus invalid. The process shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by a bidder is found to be false / forged:

- (a) The bidder / each partner / member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (bid) shall also be summarily rejected.
- (b) If the contract has already been awarded, or Letter of Acceptance (LOA) has been issued and any, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial /full payments otherwise due to the contractor, in respect of the partial / full work executed by the contractor, shall be forfeited by the Railways.
- (c) Other punitive actions, like banning the bidder and partners / members of the bidding firm for future dealings with Indian Railways and / or the Government of India may also be taken by the Railway / Govt. of India authorities.

26.4 Evaluation of Financial Bid

The financial proposal shall be evaluated to determine the lowest bidder.

In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause 2.6.1.3) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

2.7 Application for Registration for Approved List of Vendors

2.7.1. Contracts for provision of services shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, a list of approved contractors for each category of services may be maintained in the Railway. The said list is to be revised periodically once in a year or so by giving wide publicity through advertisements etc.

A Contractor including a contractor who is already on the approved list shall apply to the competent authority furnishing particulars regarding:

- (a) her position as an independent contractor specifying the organization available with details or

Partners / Staff employed with qualifications and experience;

- (b) her capacity to undertake and carry out services satisfactorily as vouched for by a responsible official or firm, with details about the transport equipment, tools and plants etc., required for the work maintained by her;
- (c) her previous experience of services rendered similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (f) her financial position;

2.7.2 An applicant shall clearly state the categories of services and the Area / Zone / Division(s) / District(s) in which she desires registration in the list of approved contractors.

2.7.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway. The term for this approved list to be in force will also be determined by the competent authority in Indian Railways.

2.7.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for bids etc.

2.8 Right of Railway to Deal with Bids

The Railway reserves the right of not to invite bids for any of railway service/s and when Bids are called to accept a Bid in whole or in part or reject any Bid or all Bids without assigning reasons for any such action. The authority for the acceptance of the Bid will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest Bid or any other Bid and no Bidders(s) shall demand any explanation for the cause of rejection of their Bid nor the Railway to assign reasons for declining to consider or reject any particular Bid/s.

2.8.1 If the bidder(s) deliberately gives / give wrong information in her / their tender or creates / create circumstances for the acceptance of her / their tender, the Railway reserves the right to reject such tender at any stage.

2.8.2 If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

2.8.3 If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, falls to sign the procurement contract as may be required, or falls to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder. This clause shall not be applicable for Consultancy contracts.

3. Bid Documentation:

3.1 Bid (Tender) Form

Bid (Tender) Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form. Bid Forms shall be issued on payment of the prescribed fee to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors, will on payment of the prescribed fees, be furnished with Bid forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works.

MSEs registered **for similar service/work** with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be supplied such Bid documents free of cost on confirmation (photocopy/ Xerox copy) of their evidence to this effect.

Omissions & Discrepancies

Should a Bidder find discrepancies in or omissions from the drawings or any of the Bid Forms or should she be in doubt as to their meaning, she should at once notify the authority inviting Bidders who may send a written instruction to all the Bidders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful Bidder shall take upon herself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

3.2 Earnest Money :

- 3.3.1** The Bidder shall be required to deposit earnest money in the name of “**Senior Divisional Finance Manager, N. Rly., Moradabad**” with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid. The earnest money shall be as under :-

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

Note:

- The earnest money shall be rounded to the nearest Rs.10/-. This earnest money shall be applicable for all modes of Bidding.
 - MSEs registered for similar service contracts with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.
- 3.3.2** It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- 3.3.3** If her Bid is accepted, this earnest money mentioned in sub clause 3.1 above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4 of this General Conditions of Contract. The Earnest Money of other Bidders 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.
- 3.3.4** The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

The Earnest Money shall be paid through net banking or payment gateway only. (As per Railway Board's letter no. 31.08.2016.) Failing which tender will be summarily rejected.

3.4 Care in Submission of Bids

- 3.4.1** Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates she enters in the Bid forms are adequate and all-inclusive to accord with the provisions in **Clause - 4.42** of the General Conditions of Contract for the delivery of services to the entire satisfaction of the Manager.
- 3.4.2** When the service is bidden for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf.
- 3.4.3** Railway shall not be bound by any power of attorney granted by the Bidder 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.

3.5 Execution of Contract Document

The Bidder whose bid is accepted shall be required to appear in person at the office of concerned Manager, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract document within 7 days after receipt of notice issued by the Railway that such documents are ready; and failure to do so shall constitute a breach of the agreement affected by the acceptance of the bid in which case the Railway may determine that such Bidder has abandoned the contract and there upon her bid and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money of the bid and performance guarantees for the bid available with the Railway.

3.6 Form of Contract Document

Every contract shall be complete in respect of the document it shall so constitute. Not less than 3 copies of the contract document shall be signed by the competent authority and the contractor - one copy given to the contractor, one copy for the finance department and one copy for the contract manager. The form of contract document *shall* be provided in the *tender/bid* documents for *every* individual work.

4. GENERAL OBLIGATIONS

4.1 Execution Co-Relation and Intent of Contract Documents

The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of the services. Materials or works/services not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works/services described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

- 4.1.1** If a service is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 4.1.2** If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

4.2 Law Governing the Contract

The contract shall be governed by the law for the time being in force in the Republic of India.

4.2.1 Compliance to Regulations and Bye Laws

The Contractor shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertakings, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Manager notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until she has received instructions from the Manager in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.2.2 Communications to be in Writing

All notices, communication, reference and complaints made by the Railway or the Manager or the Manager's Representative or the Contractor *inter se* concerning the works/ services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

4.3 Service of Notices on Contractors

The Contractor shall furnish to the Manager the name, designation and address of her authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or her authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Manager.

4.4 Occupation and Use of Land

No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing, or in relation to the execution of the services.

4.5 Assignment or Subletting of Contract

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 7.4 of these Conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of services by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

4.6 Railway Passes

No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/ workers. Wherever required authority for entering restricted area' or 'authority for on board services' shall be provided.

4.7 Carriage of Materials

No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the services and the contractor shall pay

full freight charges at public tariff rates therefor.

4.8 Representation on Site

The Contractor shall, when she is not personally present on the site of the work place, keep a responsible agent during working hours who shall on receiving reasonable notice, present herself to the Manager, and orders given by the Manager or the Manager's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting herself, the Contractor shall furnish the name and address of her agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 7.4 of these Conditions.

4.9 Relics, Treasures, Lost and Found

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics antiquities, lost and found etc. which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

4.10 Indemnity by Contractors

The Contractor shall indemnify and save harmless the Railway, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, her agents or employees, in the execution of the services/works wherever applicable or in her guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.11 Performance Guarantee:

- 4.11.1** Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder in the favour of **“Senior Divisional Finance Manager, N. Rly., Moradabad”**. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10% of the contract value in four separate parts of 2.5 % each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

Note: 1. PG shall be applicable @ 5% of the value of contract for all future services contracts of Indian Railways. (As per Railway Board's letter No. 2017/EnHM/25/11, dated 24.05.2024)

- 4.11.2** The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to

10% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

4.11.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract

4.11.4 If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

4.11.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value: -

- (a) A deposit of cash in the office of DCPM/N.Rly/MB
- (b) Irrevocable Bank Guarantee;
- (c) Government Securities including State Loan Bonds at 5% below the market value;
- (d) 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;
- (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (f) A Deposit in the Post Office Saving Bank;
- (g) A Deposit in the National Savings Certificates;
- (h) Twelve years National Defence Certificates;
- (i) Ten years Defence Deposits;
- (j) National Defence Bonds and
- (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of "Senior Divisional Finance Manager, N.Rly., Moradabad" (free from any encumbrance) may be accepted.

Note: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

4.11.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

4.11.7 The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.

4.11.8 Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

4.11.9 The Manager 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 Manager 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 Manager.
- (c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

5 Force Majeure :

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 7 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 nonperformance or delay in performance, and works/ services 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 Manager as to whether the works/ services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

6 Contractors Understanding:

It is understood and agreed that the Contractor has, by careful examination, satisfied herself as to the nature, scope and location of the services, the type / character of equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.

7 Commencement of Services:

The Contractor shall commence the services within 15 days (unless specified otherwise) after the receipt by her of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.

8 Accepted Programme :

The Contractor shall submit schedule of delivery of services, the details of organisation (in terms of labour and supervisors) plant and machinery that she intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager, shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavour to fulfill this programme of delivery of services. The progress of delivery of services shall be watched accordingly.

9 Compliance to Manager's Instructions:

The Manager shall direct the order in which the several components of the services shall be provided and the Contractor shall execute without delay all orders given by the Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respects.

In cases, where performance or/and quality of services is/are found to be dissatisfactory, Manager or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document.

10 Extra Services:

Should services over and above those included in the contract require to be provided at the site, the

contractor shall have no right to be entrusted with the execution of such works/services which may be carried out by another contractor or contractors or by other means at the option of the Railway.

11 Instructions of Manager's Representative:

Any instructions or approval given by the Manager's representative to Contractor in connection with the services shall bind the Contractor as though it had been given by the Manager provided always as follows -

- (a) Failure of the Manager's representative to disapprove any work/ services or materials shall not prejudice the power of the Manager thereafter to disapprove such services or material and to order the rectification thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Manager's representative, she shall be entitled to refer the matter to the Manager who shall there upon confirm or vary such decision.

12 Working Timings

The Contractor shall have to carry out any required services round the clock as per directions of the Manager/Manager's representative.

13 Damage to Railway Property or Private Life and Property

The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and 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, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

14 Sheds, yards and Store Houses:

The Contractor shall at her own expense provide herself with sheds, yards and storehouses in such situations and in such numbers as in the opinion of the Manager is requisite for carrying on the services and the Contractor shall keep at each such sheds, yards and store-houses a sufficient quantity of materials / plant in stock as not to delay the carrying out of the services with due expedition and the Manager and the Manager's representative shall have free access to the said sheds/yards/ store houses at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Manager may object to shall not be brought upon or used in the services, but shall be forthwith removed from the sheds/yards/store houses by the Contractor.

15. Provision of Efficient and Competent Staff at Sites by the Contractor

15.1 The Contractor shall maintain efficient and competent staff to give the necessary directions to her workers and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers & labour in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained.

15.2 The Contractor shall at once remove from the site any agents, permitted subcontractor, supervisor, worker or labour who shall be objected to by the Manager. If and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her.

15.3 In the event of the Manager being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Manager immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/penalize the contract under suitable clauses of these/special conditions.

15.4 Deployment of Qualified Supervisors by the Contractor

- (a) The contractor shall also employ qualified supervisors based on value of the contract and the extent of services as prescribed in the Bid documents as 'Special Conditions of Contract' by the Tender Inviting Authority.
- (b) In case the contractor fails to employ the supervisor, as aforesaid in the above paragraph, she shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in this section or as provided for in the bid document.
- (c) Number of qualified supervisors required to be deployed by the Contractor for various activities contained in the service contract shall be specified in the tender documents by the tender inviting authority.

16. Skilled Labour/ Expertise and Testing:

The whole of the services 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 workers with expertise and in a 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 may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Manager according to the instructions and directions which the Contractors may from time to time receive from the Manager. The materials may be subjected to tests by means of such machines, instruments and appliances as the Manager may direct and wholly at the expense of the Contractor.

17. Facilities for inspection:

The Contractor shall afford the Manager and the Manager's Representative every facility for entering in and upon every portion of the site at all hours for the purpose of inspection or otherwise and shall provide all facilities of every kind required for the purpose and the Manager and the Manager's Representative shall at all times have free access to every part of the site and to all places at which materials / tools and plant for the services are stored or being prepared.

18. Tools, Plant and Materials Supplied by Railways:

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 her charge for the purpose of the services and shall be responsible for all damage or loss caused by her, her agents, permitted subcontractor, or her workers or others while they are in her charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to her by the Manager and on completion of the services shall hand over the unused balance of the same to the Manager 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.

19. Precaution During Progress of Services:

During the execution of services, unless otherwise specified, the Contractor shall at her own cost provide the materials for and execute all services as is necessary for the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or assets or hindrance to other works/ Services.

20. Suspension of Services :

- 20 .1 The Contractor shall on the order of the Manager, suspend the progress of the services or any part

thereof for such time or times and in such manner as the Manager may consider necessary, and shall during such suspension, properly protect and secure the work so far as is necessary in the opinion of the Manager.

If such suspension is -

- i. Provided for in the contract, or
- ii. Necessary for the proper execution of the services or by the reason of extraneous conditions or by some default on the part of the Contractor, and or
- iii. Necessary for the safety of the services or any part thereof

20.2 The Contractor shall not be entitled to the extra costs, if any, incurred by her during the period of suspension of the service, but in the event of any suspension ordered by the Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Manager shall extend the time of service for completion of the services as the Manager may consider proper, having regard to the period or periods of such suspensions and to such compensations as the Manager may consider reasonable in respect of salaries or wages paid by the Contractor to her employees/ workers during the periods of such suspension.

20.3 **Suspension Lasting More Than 3 Months:** If the progress of the services or any part thereof is suspended on the order of the Manager for more than three months at a time, the Contractor may serve a written notice on the Manager requiring permission within 15 days from the receipt thereof to proceed with the service or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the service as an omission of such part or where it affects the whole of the services, as an abandonment of the contract by the Railway.

21. Rates for terms of Services:

The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for services duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications/ procedures specified in the contract document including drawings wherever applicable along with all labour, materials, tools, and plants etc.

21.1 **Rates for Extra items of Services:** Any additional item of work carried out by the Contractor on the instructions of the Manager which is not included in the accepted Schedules of Rates shall be executed at the rate agreed upon between the Manager and the Contractor before the execution of such items of work.

The Contractors shall be bound to notify the Manager at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved.

The rates payable for such items shall be decided at the meeting to be held between the Manager and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

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

22. Clearance of Site on Completion:

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean

to the satisfaction of the Manager. No final payment in settlement of the accounts for the services shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by her, and such clearance may be made by the Manager at the expense of the Contractor in the event of her failure to comply with this provision within 7 days after receiving notice to that effect.

Should it become necessary for the Manager to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal, there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Manager.

23. Digital Contract Labour Management System :

A comprehensive computerized contract labour management system for creating a database and monitoring attendance is crucial for efficient performance and for safeguarding workers' welfare. This system shall be put in place by the contractor or by Indian Railways, as decided by the Railways and as per the special conditions of contract. Use of this system shall be mandatory in labour intensive service contracts i.e. housekeeping etc. In other service contracts, a special mention of the applicability of this clause shall be made in the special conditions of the contract.

The important features of the computerized contract labour management system shall be as follows: -

- Database - Maintenance of certified identification and demographic details for contract workers -A detailed biodata of each contract worker shall be saved in the system with details like - personal, educational, family, hometown, police verification, medical, insurance, PF registration etc.

Certified identification - Identification data issued by Government or reliable agencies like Nation ID (Aadhar Card), Voters ID, driving license, PAN card etc. to be stored in the application.

Identity Card generation - An identity card with details like site, blood group, photographs can be incorporated on the card, along with a colour band based on the category of labour.

- Biometric details like - photograph, fingerprint, iris-map to be stored in the system for authentic identification of contract workers. Biometric authorization is a reliable method to curb Proxy Attendance.

- Attendance data - All entries and exits to be recorded in time and attendance machines - using fingerprints or proxy card. Another attendance in between the entry and final exit can also be recorded, on case by case basis, if deemed necessary.

- Restricted Entry - A contract worker can be denied entry on infringement of any vital requirement like expiry of medical or accident Insurance, driving license, contract terms, work permit dates etc.

- Shift Logic - The system can be used to manage the shift logic - so that overtime, double shifts if any can be logged in the system and systemic restrictions can be placed to prevent double shifts, unless Railway supervisor approves the request digitally/otherwise.

- Time sheet generation - Time sheets shall be generated on a daily, weekly or monthly basis or any other frequency as specified by the Indian Railways. Consumables - Material issued to or returned by contract worker is recorded in the system, as applicable (optional)

Safety, Performance and Labour Law training - The dates of safety, performance and labour law training to be stored in the system which can raise an alert when a refresher training is due.

In case of Emergency -

- Who's where - in case of an emergency and disaster recovery it is important and the application provides the count and location of contract workers.

- Alerts - Pre-defined email and SMS alerts, notifications and exception reports can be generated which can be utilized by Railways staff, supervisors etc. to manage service contracts efficiently.

24. Extension of Time

Subject to any requirement in the contract as to completion of any portions 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. However, care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized.

24.1 Extension Due to Modification

If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager 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 and in any case not less than one month before the expiry of the date fixed for completion of the services.

24.2 Extension for Delay Not Due to Railways or Contractor

If in the opinion of the Manager, the progress of services has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Clause 4.20 of GCC for service or in executing the work/service not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Manager pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which she shall have specially applied in writing to the Manager or her authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Manager within 15 days of such happening, but shall nevertheless make constantly her best endeavours to bring down or make good the services and shall do all that may be reasonably required of her to the satisfaction of the Manager to proceed with the services.

The contractor may also indicate the period for which the services is likely to be delayed and shall be bound to ask for necessary extension of time. The Manager on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in her 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.

24.3 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 site necessary for the execution of the services, or to give the necessary notice to commence the services, or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

25. Extension of Time for Delay Due to Contractor:

25.1 The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5:1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager 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 a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.

25.2 For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 5% In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract.

This section does not limit Indian Railways from imposing any penalties under other provisions and such penalties will be applicable concurrently.

Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor

and in the event of failure on the part of the contractor to complete the service 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 Performance Guarantee and rescind the contract under Clause 7.4 of GCC, whether or not actual damage is caused by such default.

25.3 Modification to Contract to be in Writing:

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

25.3.1 Powers of Modification To Contract: The Manager on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the services 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 service to be done or any services 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.

25.3.2 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of services.

25.3.3 Valuation of Variations: The variation referred to in Sub-Clause 25.3.2 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause 25.3.2 above shall be paid for at the rates determined under Clause - 4.42.1 of GCC.

25.3.4 Variations in Quantities During Execution of Service Contracts:

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of service contracts -

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.
3. In cases where decrease is involved during execution of contract -
- (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. 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.
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).
6. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
7. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
8. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

26. Claims:

26.1 Monthly Statement of Claims:

The Contractor shall prepare and furnish to the Manager once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider herself entitled to and of all extra or additional works ordered by the Manager which she has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

26.2 Signing Of "No Claim" Certificate:

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

27. MEASUREMENTS

27.1 Quantities in Schedule Annexed to Contract

The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the services and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of her obligations under the contract.

27.2 Measurement of Services/ Works

- (a) Measurements shall be recorded on the basis of day to day records maintained by way of check list or any other methodology provided in the Bid documents.
- (b) The Contractor shall be paid for the works/services at the rates in the accepted Schedule of Rates and for extra services at rates determined under Clause 4.42.1 of GCC on the measurements taken by the Manager or the Manager's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items, the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Manager shall be proper having regard to the progress of work. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Manager or the Manager's representative) recorded in the official measurements book as an acknowledgement of her acceptance of the accuracy of the measurements.
- (c) Failing the Contractor's attendance, the service may be measured up in her absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not she shall have signed the measurement books provided always that any objection made by her to measurement shall be duly investigated and considered in the manner set out as following:

It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Manager or the Manager's representative in the presence of the Contractor or in her absence after due notice has been given to her in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

- (d) If an objection raised by the Contractor is found by the Manager to be incorrect, then the Contractor shall be liable to pay the actual expenses incurred in measurements.

28. PAYMENTS:

28.1 'On-Account Payments

The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Manager she has executed in terms of the contract. All payments due on the Manager's or the Manager's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents provided always that the Manager may by any certificate make any correction or modification in any previous certificate which shall have been issued by her and that the Manager may withhold any certificate, if the services or any part thereof are not being carried out to her satisfaction.

28.2 Rounding Off Amounts

The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs. 1 will be reckoned as Rs. 1.

28.3 On Account Payments Not Prejudicial to Final Settlement "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

28.4 Manner of Payment: The payments would be released in the manner as specified by the Railway Board time to time.

28.5 Points to be ensured while passing the Bills

- (a) Railways shall ensure that all relevant records are to be certified by the contractor and the employee nominated by Principal Employer, before passing the bills of the contractor including but not limited to those provided in the Annexures III – XI of GCC.
- (b) Railways shall ensure that Gross Minimum wages including ESI, PF etc. is paid as per the actuals by

the contractor to all workers. In case, if the Contractor fails to pay the gross minimum wages, the same shall be informed to Regional Labour Commissioner.

- (c) Railways shall ensure that all the relevant records related to statutory obligations and agreement conditions are submitted by the contractor for claiming monthly bills.
- (d) Railways shall upload the details of the contractor online on the Employees' Provident Fund Organisation (EPFO) portal. Every month, Railways may, if required, cross -verify the contractor's monthly statements regarding PF and other contributions from the EPFO's records online.
- (e) The contractor is required to provide documentary evidence to show the coverage of all her workers or labour under the schemes mentioned in Clause 6.17 of GCC on an annual basis. Upon verification of the records by Railways, payments can be released to the contractor.

29. Maintenance of Works contemplated in the Services:

Service contracts may have an element of work included to provide services. In such cases the content of this para shall be applicable -

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

- 29.1** Certificate of Completion of Works contemplated in Service: As soon as in the opinion of the Manager, the work has been completed and has satisfactorily passed any final test or tests that maybe prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work, if applicable, shall commence from the date of completion mentioned in such certificate. The Manager may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Manager and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance, if any shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.
- 29.2** Maintenance Certificate: In case maintenance period is specified in the contract, for any part the Contract, it shall not be considered as completed until a Maintenance Certificate shall have been signed by the Manager stating that the works have been completed and maintained to her satisfaction. The maintenance Certificate shall be given by the Manager upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Clause 50.1 of these Conditions shall have been completed to the satisfaction of the Manager and full effect shall be given to this Clause notwithstanding the taking possession of or using the works/ services or any part thereof by the Railway.
- 29.3** Contractor Not Absolved By Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause 50.1 of this Clause shall not absolve the Contractor from her liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the Bid arising in the opinion of the Manager from materials or quality of workers not in accordance with the drawings or specifications or instruction of the Manager, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Manager be amended and made good by the Contractor at her own cost; and in case of default on the part of Contractor, the Manager may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due

to her under the contract.

- 29.4 Approval Only by Maintenance Certificate:** No certificate other than Maintenance certificate referred to in Clause 50.3 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager.

30. Certificate of Completion of Services:

As soon as in the opinion of the Manager, the service has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion. The Manager may also issue such a certificate indicating date of completion with respect to any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Manager. When any such certificate is given in respect of part of a service, such part shall be considered as completed.

- 30.1 Approval Only by Completion Certificate:** No certificate other than completion certificate referred to in Clause 51 of the Conditions shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager.

- 30.2 Cessation of Railway's Liability:** The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works/ services unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Completion Certificate for service / Maintenance Certificate for works contemplated in service, as the case may be under this clause.

- 30.3 Unfulfilled Obligations:** Notwithstanding the issue of Completion Certificate for service / Maintenance Certificate for works contemplated in service as the case may be the Contractor and (subject to Clause 51.2) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Completion Certificate for service / Maintenance Certificate for works contemplated in service which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

31. Final Payment:

On the Manager's certificate of completion in respect of the services, adjustment shall be made and the balance of account based on the Manager or the Manager's representative's certified measurements of the total quantity of service executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 4.42.1 of GCC shall be paid to the Contractor, subject always to any deduction which may be made under these presents, and further subject to the Contractor having delivered to the Manager either a full account in detail of all claims she may have on the Railway in respect of the works or having delivered "No Claim Certificate" and the Manager having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by her since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the services have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the services, have been satisfied agreeably and in conformity with the contract.

- 31.1 Post Payment Audit:** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and / or technical examination of the works / services and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to her, if as a result of such examination any over-payment to her is discovered to have been made in respect of any services done or alleged to have been done by her under the contract.

- 31.2 Production of Vouchers etc. by the Contractor:** For a contract of more than Rs 2 crore, the contractor shall, whenever required, produce or cause to be produced for examination by the Manager any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Manager on the question of relevancy of any documents, information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc., if required to prove to the Manager, that materials supplied by her, are in accordance with the specifications laid down in the contract.
- 31.3** If any portion of the service in a contract of value more than Rs 2 crore be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 4.5 of the General Conditions of Contract), the Manager shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to her inspection.
- 31.4** The obligations imposed by Sub Clause 52.2 & 52.2 is without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor.
- 31.5 Signature on Receipts for Amounts:** Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners inter Se.

32. Independent Contractor:

- 32.1** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Railways or the Govt. of India/ State simply by virtue of work performed pursuant to this Contract.
- 32.2** To ensure compliance of labour Laws in a service contract the bidder shall be disqualified for consideration of award of the bid if she/they have been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
- The declaration to this effect shall be furnished by the bidder as a part of his bid document. A format in this regard shall be made a part of the bid document. In case this declaration is found to be false, process for banning of business' against the bidder/contractor shall be initiated as per extent rules.
- 32.3** Indian Railways may also undertake measures, as decided by competent authority, to ensure labour welfare for contract workers, as deemed fit, such as:
- a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.
 - b) Provision for recording anonymous complaints from workers, citizens etc. regarding violation of labour laws by Contractor
- 32.4** The Railways shall ensure that the contractor shall pay the wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor will be required to submit every month, documentary evidence in the form of Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail in Indian Railways taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

33. Legal Obligations:

The contractor shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:

- Contractor Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948 Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948
- Employees' Pension Scheme, 1995 o Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

34. Labour Law Awareness:

34.1 The contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of labour laws, grievance redressal mechanism and other provisions applicable to her staff, workers, labour employed by her directly or indirectly in service of the Railways. The contractor must submit relevant documentary proof to Railways of having conducted such a training to all workers.

34.2 The contractor must provide a comprehensive booklet (that is approved by Indian Railways) containing all the relevant updated labour legislations, rules and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

While all the laws mentioned in Clause 54 are applicable to labour, some of the statutory provisions of the key legislations are provided as follows -

35. Provisions of Contract Labour (Regulation and Abolition) Act, 1970/ Rules 1950

35.1 The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

35.2 The registration of the principal employer and the establishment shall be ensured before the commencement of the contract.

35.3 Contractors employing more than 20 workers shall obtain License from the Asst. Labour Commissioner before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

35.4 The Contractor shall send half yearly return in Form XXIV (in duplicate), provided in Annexure VIII of GCC to Indian Railways and to the Licensing Officer, so as to reach the Railways and Licensing Officer concerned not later than 30 days from the close of the half year. (Half year for the purpose of this rule means a period of 6 months commencing from 1st January and 1st July of every year).

35.5 The Contractor shall pay to the labour employed by her directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall,

notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by her.

35.6 In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

35.7 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a worker employed by the Contractor or her sub-contractor in execution of the work or to incur any expenditure on account of the contingent liability of the Railway, due to the contractor's failure to fulfill her statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act.

The Railway shall be at liberty to recover such amount or part thereof by deducting it from any sum due by the Railway to the contractor whether under the contract or otherwise.

The Railway shall not be bound to contest any claim made against it under Sub- Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon her giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

35.8 The actual area of working i.e. Station/Colony shall be registered with the regional, central labour commission office.

35.9 Principal Employer & Duties

35.9.1 Principal Employer is:

- (a) in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the Government or the local authority, as the case may be, may specify in this behalf,
- (b) in any other establishment, any person responsible for the supervision and control of the establishment.

35.9.2 Duties of Principal Employer: It is the duty of the Principal Employer to ensure the amenities as described below under Sections 17, 18, 19 of the Act, shall be provided by the Contractor within the prescribed time limit. Otherwise, such amenities shall be provided by the Principal Employer and the necessary deductions shall be made to the extent facilities provided. (Section 20).

35.10 Contractor's Responsibilities: The following provisions shall be made by the contractor under the law-

- (a) **Canteen** - The necessary refreshment stalls shall be provided for the workers where the workforce is more than 100 by the Contractor (section 16).
- (b) **Rest Rooms** - Provision of rest rooms is essential wherein the labour is required to halt at night in connection with the work (section 17)
- (c) **Drinking Water & Sanitation** - Provision of wholesome drinking water/ urinals/ wash rooms/wash ing facilities/supply of dungaree cloth, soap solution, coconut oil etc. shall be ensured to the contract labour (Section 18).
Contractor shall permit inspection of all drinking water and sanitation arrangements at all times by the Manager, the Manager's Representative or the Medical Staff of the Railway.
Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost therefore recovered from the Contractor.
- (d) **First Aid Facilities** - Provision of First Aid facility shall be provided and maintained by the contractor during all working hours. The first aid box shall be equipped with prescribed contents as provided in Annexure XVI of GCC at the working place. (Section 19) First aid boxes shall be provided and maintained so as to be readily assessable during all working hours at the rate of not less than 1 box for 150 contract labour or part thereof ordinarily employed.

35.11 Payment of Wages:

- (a) The responsibility for payment of wages lies with the contractor (Section 21) who shall be responsible for payment of wages to each worker employed by her as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- (b) Every Principal Employer shall nominate a representative duly authorized by her to be present at the time of Disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.
- (c) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the Principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor.
- (d) The Minimum Rate of Wages for all Workers as notified by Regional Labour Commissioner shall be paid through Nationalized Banks.
- (e) The Contractor shall ensure the Bank remittance of salaries for all her employees and necessary documents in this connection shall be furnished to the Railways for claiming monthly bills.
- (f) In case of revision of rates of minimum wages, the contractor must also submit documents regarding revision notifications of Minimum wages (Wages and VDA) and proof of payment to the labour with revised rates.
- (g) Date of payment of wages to workers by the Contractor must be as follows-

Employees less than one thousand (1000)	Employees more than one thousand (1000)
Before expiry of the seventh (7) day after the last day of wage period	before the expiry of tenth (10) day after the last day of wage period
- (h) Any worker terminated by the contractor, the wages earned by the worker shall be paid before expiry of second working day from the day on which their employment is terminated.
- (i) All payments of wages shall be made on a working day at the work place and during the working hours. Final payment shall be made within 48 hours of the last working day.
- (j) Deductions: Wages shall be paid without any deductions of any kind except those specified by the state government and permissible under the payment of wages act 1936

36. Minimum Wages Act, 1948/ Rules 1950

The Contractor shall be responsible for ensuring compliance with the provision of the *Minimum Wages Act, 1948* (hereinafter referred to as the 'said Act') and the Rules made there under in respect of any employees directly or through petty contractors or sub- contractors employed by her/them.

Following are the salient features of the Minimum Wages Act, 1948 for which the contractor shall produce a certificate of compliance which shall be verified by railway manager and placed on record.

36.1. Wages to Labour:

- (a) The Contractor shall display of Notices in English and Hindi/Local vernacular language in the workplace and other wise make all workers aware regarding the minimum rates of wages fixed, hours of work, wage period, abstract of laws & rules made there under, date & place of payment, Name, address & contact details of the Labour Enforcement Officer.
- (b) The contractor shall maintain the Register of Muster Roll, Register of Wages (Form XVII as provided in the Annexure VI of GCC), Register of Fines, Register of deductions for damages/loss, Register of Overtime at the workplace in the prescribed formats under the law.
- (c) The contractor shall issue monthly wage slips as per Form XIX provided in Annexure VII of GCC to all workers showing the details of the gross wages, deductions if any and the net wages.
- (d) The Contractor shall submit Annual Return in the prescribed form to the concerned Labour Enforcement Officer (Central).

36.2 Proof of Payment of Wages: Bank remittance of salaries of all the Contractor's workers and to produce the documents to the effect to Railways for claiming monthly bills.

36.3 Weekly Rest: The contractor shall also provide weekly rest on staggered basis to all workers and

comply with all other provisions of the law.

37. Provisions of Payments of Wages Act:

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all employees directly or through petty contractors or sub-contractors employed by her in the services/works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Manager whether in connection with the works to be executed hereunder or otherwise for the purpose of the Manager, such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Manager shall be deemed to be moneys payable by the Manager on behalf of the Contractor and the Manager may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Manager upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

38. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

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

38.1 Employees' Provident Fund Scheme, 1952

38.1.1 Payment of Contributions

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

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

38.2 Employees' Pension Scheme, 1995

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

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

Fund:

Para 4: Payment of Contribution:

- (a) The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by her directly or by or through a contractor.
- (b) It shall be the responsibility of the Principal employer to pay the contributions payable to the Employees' Pension Fund by herself in respect of the employees directly employed by her and also in respect of the employees employed by or through a contractor.

38.3 Employees' Deposit linked Insurance Scheme, 1976

38.3.1 Contribution (Para 7 & 8):

- (a) The contribution payable by the employer and the Central Government under subsection (2) and subsection (3) of Section 6-c of the Act, shall be calculated on the basis of the basic of the basic wages, dearness allowance (including the cash value of any food concession) and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis. Provided that where the monthly pay of an employee exceeds fifteen thousand rupees, the contribution payable in respect of her by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of fifteen thousand rupees including dearness allowance, retaining allowance (if any) and cash value of food concession.
- (b) The contribution by the employer shall be remitted by her together with administrative charges at such rate as the Central Government may fix from time to time under sub-section 4 of Section 6-c of the Act, to the Insurance Fund within fifteen days of the close of every month by a separate bank draft or cheque or by remittance in cash in such manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.
- (c) It shall be the responsibility of the employer to pay the contribution payable by herself in respect of the employees directly employed by her and also in respect of the employees employed by or through a contractor.

38.3.2 Reporting of Accidents to Labour: The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by her on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Manager or the Manager's Representative and shall make every arrangement to render all possible assistance.

38.3.3 Duties of Contractors: With reference to the provisions of Clause 6.7 above, it shall be the primary duty of the employer (contractor) to ensure compliance with the provisions of the said Acts. Every contractor shall, within seven days of the close of every month (or any other period specified by the Railways), submit to the principal employer a documentary proof of having complied with the aforementioned Acts (as applicable) which shall be mandatory before the on account bills are cleared.

The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub - Contractors on the works! services.

38.3.4 Duties of Indian Railways

Indian Railways shall upload the details of all the contractors under their employ on the EPFO portal online in order to ensure compliance of the contractor with the labour laws and rules implemented by the Employees' Provident Fund Organization.

39. Provisions of Workmen's Compensation Act

39.1 This Act facilitates to provide for the payment by certain classes of employers to their workers of compensation for injury by accident.

39.2 It is the Employer's liability to pay the compensation to a worker for death or personal injury resulting into total or partial disablement or occupation disease caused to a worker arising out of and during the course of employment (Section 3). The amount of compensation is as per the Section 4 of the Act.

39.3 The contractor shall accept liability for compensation in accordance with the provisions of the Workmen's' Compensation Act, 1923 or any statutory modification thereof for the time being in force in respect of the persons employed by her/ him.

- 39.4** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the *Workmen's Compensation Act 1923*, Railway is obliged to pay compensation to a worker directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by Railway to the Contractor.

40. The Maternity Benefit Act, 1961

The Maternity Benefit Act 1961 will be applicable to the contractor's staff, workers, labour employed directly or indirectly through sub-contractors or petty contractors. While the entire act is applicable, the following provisions must be given special regard.

40.1 Employment of, or work by, women prohibited during certain periods (Section 4)

- (a) Without prejudice to the provisions of section 6, no pregnant woman shall, on a request being made by her in this behalf, be required by her employer to do during the period specified in sub-section (4) any work which is of an arduous nature or which involves long hours of standing, or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health.
- (b) The period referred to in sub-section (3) shall be -
 - i. the period of one month immediately preceding the period of six weeks, before the date of her expected delivery;
 - ii. any period during the said period of six weeks for which the pregnant woman does not avail of leave of absence under section 6.

40.2 Right to payment of maternity benefits (Section 5) -

- (a) Subject to the provisions of this Act, every woman shall be entitled to, and her employer shall be liable for, the payment of maternity benefit at the rate of the average daily wage for the period of her actual absence, that is to say, the period immediately preceding the day of her delivery, the actual day of her delivery and any period immediately following that day.
- (b) The maximum period for which any woman shall be entitled to maternity benefit shall be twenty six weeks of which not more than eight weeks shall precede the date of her expected delivery.

40.3 Dismissal during absence of pregnancy (Section 12)

- (a) The contractor shall not dismiss or discharge a woman on the account of being pregnant any time during the contract period.
- (b) When a pregnant woman absents herself from work in accordance with the provisions of this Act, it shall be unlawful for her employer to discharge or dismiss her during or on account of such absence or to give notice of discharge or dismissal on such a day that the notice will expire during such absence, or to vary to her disadvantage any of the conditions of her service.
- (c) The discharge or dismissal of a woman at any time during her pregnancy, if the woman but for such discharge or dismissal would have been entitled to maternity benefit or medical bonus referred to in section 8, shall not have the effect of depriving her of the maternity benefit or medical bonus.

40. The Sexual Harassment of Women at the Workplace (Prevention and Redressal) Act, 2013

- 40.1** The contractor must set up an internal complaints committee in accordance to the Act for the redressal of sexual harassment at the workplace for all the workers under her employ. The contractor's staff, workers, labour employed directly or indirectly through sub-contractors or petty contractors will also be able to approach the Railways' Internal Complaints Committee set up under the Act to file a complaint of sexual harassment. In the absence of such a committee already in place, the person responsible for the management, supervision and control of the workplace at Railways will be required to constitute a committee according to the Act.

41. Safai Karmachari Act, 1993

- 41.1** The National Commission for the Safai Karmacharis was constituted under this Act to promote and safeguard the interests/rights of Safai Karmacharis.
- 41.2** The guidelines and instructions issued by National Commission for Safai Karmachari, Govt. of India shall be complied with by the contractor. The National Commission under this Act have the

Constitutional Provisions/Rights to investigate any specific grievances of Safai Karmacharis. Hence, it is the duty of the Contractor to comply the provisions under this Act.

42. Child Labour (Prohibition and Regulation) Act, 1986

Provisions of Child Labour (Prohibition and Regulation) Act, 1986 along with its latest amendments would be binding on the contractor.

42.1. Non-Employment of Labour below the Age of 18: The Contractor shall not employ anyone below the age of 18 as labour directly or through petty contractors or subcontractors for the execution of work.

43. Apprentices Act, 1961

43.1 The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by her for the purpose of carrying out the Contract.

43.2 If the contractor directly or through petty contractors or sub-contractors fails to do so, their failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and/or the cost of works is rupees one lakh or more.

44. Miscellaneous Provisions

44.1 Railway Not to Provide Quarters for Contractors:

- (a) No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of their staff employed on the work.
- (b) In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipment therein as well as charges for electricity, water supply and conservancy.

44.2 Labour Camps and Provisions for Workers:

- (a) The Contractor shall at her own expense make adequate arrangements for the housing, supply of drinking water and provision of clean sanitation including urinals etc. for her staff and workers, directly or through the petty contractors or subcontractors
- (b) The Contractor shall also make provision for temporary creche (Bal-mandir) where 50 or more workers are employed at a time.
- (c) Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway.
- (d) All camp sites shall be maintained in clean and sanitary conditions by the Contractor at her own cost.

44.3 Preservation of Peace

- (a) The Contractor shall take requisite precautions and use their best endeavors to prevent any riotous or unlawful behavior by or amongst their workers and others, employed directly or through the petty contractors or sub-contractors for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the site of work/services.
- (b) In the event of the Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of service contract, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

44.4 Treatment of Contractors Staff in Railway Hospitals

- (a) In times of emergency or due to lack of availability of medical care, the Contractor's labour and their families will be granted free treatment in Railway Hospitals and dispensaries.
- (b) However, the cost incurred for such treatment of the Contractor or her labour including the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation etc. may be recoverable from the Contractor in such cases.
- (c) In all other circumstances, the Contractor and their staff, their labour and their families requiring

medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly.

44.5 Medical Facilities at Site

The Contractor shall provide medical facilities at the site as may be prescribed by the Manager on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workers.

44.6 Railway Schools for Contractor's Staff

During the contract period, the contractor, her staff/ employees, workers or any labour employed through sub-contractor or petty sub-contractors, can approach the Railway School in the vicinity of the site of work, for admission of their wards, which will be granted at the sole discretion of the Railways.

44.7 Use of Intoxicants

The contractor or her staff or any labour employed through sub-contractors or petty contractors, shall be prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on site or near the site or in any of the trains, stations, buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of her/his employees. The Contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

44.8 Restrictions on the Employment of Retired Managers of Railway Services within One Year of their Retirement

The Contractor shall not, if she is a retired Government Manager of Gazetted rank, herself engage in or employ or associate a retired Government Manager of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit earnest money deposit (EMD) and performance guarantee (PG) of the contract.

45. Medical Certificate of Fitness for Labour

The contractor shall not employ a person below 18 years of age. For the purpose of execution of work/ services under the contract, unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII of GCC) granted to each worker by a certifying surgeon certifying that she is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by her in this behalf and the person carries with her, while at work, a token giving a reference to such certificate.

45.1 Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in her opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, she shall, if so required by the person concerned, state her reasons in writing for doing so.

45.2 Medical Re-Examination of Labour: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, she may serve on the Contractor, or on the person nominated by her/him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless she has been medically examined and certified that she has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:

(1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority

specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon must be a medical officer in the service of State or Municipal Corporation.

46. Police Verification of Labour employed by Contractor

The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. The format for the same is provided in the Annexure XI of GCC.

47. Mandatory Compliance of Government Schemes

The contractor must ensure and provide documentary evidence for the following -

- 47.1** All the workers or labour employed directly or indirectly by the contractor must be enrolled under the Pradhan Mantri Jan Oshan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.
- 47.2** All the workers or labour employed directly or indirectly by the contractor between the ages 18 - 70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which will be a one year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.
- 47.3** All the workers or labour employed directly or indirectly by the contractor between the ages 18 - 50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which will be a one year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.
- 47.4** The contractor must submit documentary evidence to show the coverage of all her workers or labour under the above mentioned schemes at all times during the contract period on an annual basis.

48. Right of Railway to Determine the Contract

The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and/ or of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

49. Payment on Determination of Contract

Should the contract be determined under clause 70 and the Contractor claims payment for expenditure incurred by her in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Manager. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

50. No Cam on Compensation

The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which she might have derived from the execution of the work in full but which she did not derive in consequence of determination of contract.

51. Determination of Contract Owing to Default of Contractor

If the Contractor should-

- (a) Become bankrupt or insolvent, or
- (b) Make an arrangement with or assignment in favour of her creditors, or agree to carry out the contract under a Committee of Inspection of her creditors, or
- (c) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (d) Have an execution levied on her goods or property on the services, or
- (e) Assign the contract or any part thereof otherwise than as provided in Clause 4.5 of GCC, or
- (f) Abandon the contract, or
- (g) Persistently disregard the instructions of the Manager, or contravene any provisions of the contract, or
- (h) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or

- (i) Have been imposed with maximum cumulative penalty as per Clause 4.17.1 of GCC, or
- (j) Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or
- (k) Have been condemned or rejected under Clause 4.25, 4.27 and 4.28 of GCC, or
- (l) Fail to take steps to employ competent or additional staff and labour as required under Clause 4.26 of GCC, or
- (m) Fail to afford the Manager or Manager's representative proper facilities for inspecting the services or any part thereof as required under Clause 4.29 of GCC, or
- (n) Promise, offer or give any bribe, commission, gift or advantage either herself or through her partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway.
- (o) At any time after the Bid relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admits as one of its partners or employees under it, or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever, any retired officer of the Gazetted rank or any other retired Gazetted officer working before her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such officer, unless such officer has obtained permission from the President of India or any officer duly authorised by her in this behalf, to become a partner or a director or to take employment under the contract as the case may be, or
- (p) Fail to give at the time of submitting the said bid:
 - (i) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said Bid, or
 - (ii) The correct information as to such officers obtaining permission to take employment under the Contractor, or
 - (iii) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or
 - (iv) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or
 - (v) Being such a retired officer suppress and not disclose at the time of submitting the said Bid the fact of her being such a retired officer or make at the time of submitting the said Bid a wrong statement in relation to her obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

Then and in any of the said clause, the manager on behalf of the Railway may serve the Contractor with notices stipulated in the clauses 7.4.1, 7.4.2 & 7.4.3 of GCC.

52.1 Performance Notice

- (a) In the event of the above and in any of the said clauses, the Manager on behalf of the Railway may serve the Contractor with a Performance notice as per Annexure-XII of GCC in writing to the effect to make good the default as well as initiation of bidding process for the balance service.
- (b) Railways reserves the right to float a new tender and invite bids for the delivery of services to replace the contractor put on notice, from the date on which this notice is served. The existing contractor shall not be allowed to participate in any bid which includes delivery of balance services of subject contract. However, in case the existing contractor's performance has improved to the satisfaction of the Manager, then Railways may terminate the bid proceedings, at any stage of the bid process.
- (c) Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after the termination of the subject contract.
- (d) After the issue of this notice, the performance of contractor shall be assessed on a weekly basis by the manager. Manager, if satisfied with the improvement in the performance of contractor, may issue a letter of revocation of the performance notice as per Annexure-XIII of GCC. If the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 7.4.2 of GCC.

52.2 Seven Days' Notice

After delivery of the performance notice to the contractor, if she does not proceed to make good her default and carry on the services or comply with such directions as aforesaid, to the entire satisfaction of the Manager, the Railway shall be entitled to serve 7 days' notice as per Annexure-XIV of GCC, further in writing to either commence the service or improve quality of services to the prescribed standard. The failure to do so shall entail a termination notice being served under the hand of the Manager, to rescind the contract as a whole or in part or parts (as may be specified in such notice).

52.3 Termination Notice

If no action to commence the service or improve the quality thereof is taken by the contractor within the 7 days notice period, then a final termination notice as per Annexure –XV of GCC shall be issued.

54. Right Of Railway After Rescission Of Contract Owing To Default Of Contractor

In the event of any or several of the courses, referred to in clause 74.3, being adopted:

- 54.1 The Contractor shall have no claim to compensation for any loss sustained by her by reason of her having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the delivery of the services wherever applicable or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for the services wherever applicable thereto actually performed under the contract unless and until the Manager shall have certified the performance of such services wherever applicable and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- 54.2 The Manager or the Managers Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the services wherever applicable or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the services wherever applicable or any part thereof until the completion of the services without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- 55.3 The Manager shall as soon as may be practicable after removal of the Contractor fix and determine *ex parte* or by or after reference to the parties or after such investigation or enquiries as she may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the services then actually done by her under the contract and what was the value of any unused, or partially used materials, any tools and plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Manager should be released expeditiously.

56. Matters Finally Determined by the Railways

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the GM and the GM shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in **Clauses 3.5, 4.13, 4.22.4, 4.41.1, 5.4.2, 5.5.2. (c), 6.5, 6.6, 6.7, 6.8, 7.1, 7.2, and 7.4 and sub clauses thereof** of General Conditions of Contract for Services or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

57. Demand for Arbitration

- 57.1 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63 of GCC, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

- 57.1(a)** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.
- (b)** The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver, in writing, after dispute having arisen between them, in the format given under Annexure XII of GCC.
- 57.2(a)** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- (b)** The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- (c)** The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- (d)** Place of Arbitration : The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
- 57.3** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 57.4** If the contractor(s) does/do not prefer her/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, She/they will be deemed to have waived her/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

58. Obligation During Pendency Of Arbitration

- 58.1** Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

59. Appointment of Arbitrator:

- 59.1** Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off.
- (a)** In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.
- (b)** In cases not covered by the Clause (a), the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA

grade of other departments of the Railway for the purpose of appointment of arbitrator.

59.2 Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived

off : The Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

59.3 (a) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates her/their office/offices or is/are unable or unwilling to perform her functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in her/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

59.3.1 (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (5) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

(c) Qualification of Arbitrator(s): (a) Serving Gazetted Railway Officers of not below JA Grade level. (b) Retired Railway Officers not below SA Grade level, three years after his date of retirement. (C) Age of arbitrator at the time of appointment shall be below 70 years. (i) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. (ii) While appointing arbitrator(s) under Sub- Clause 79.1 (a), 79.1 (b) and 79.2 above, due care shall be taken that she/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of her/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of her/their duties expressed views on all or any of the matters under dispute.

(d) (i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom. (ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award. (iii) A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but

omitted from the arbitral award.

- 59.4** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 59.5** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 59.6** (a) The cost of arbitration shall be borne by the respective parties. The cost shall inter alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the prescribed format after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- (b) (i) Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time. (ii) Arbitrator tribunal shall be entitled to 50% extra fee if Award is decided within six months.
- 59.7** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of General Conditions of Contract for Services (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

60. Price Variation Cause (PVC)

The Price Variation Clause is devised as per the composition of an individual work! service contract can be incorporated by the tender inviting authorities based on the following general principles. The amount payable on account of Price variation shall be settled every quarter.

- 60.1 Applicability:** Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months.* Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of *payment/recovery of price variation*. (*"refer to rule 225, General Financial Rules, 2017"*)
- 60.2 Base Month:** The Base Month for Price Variation Clause' shall be taken as month of opening of bids including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of bid. The Price Variation shall be based on the average Price Index and minimum wages of the quarter under consideration.
- 60.3 Validity:** Rates accepted by Railway Administration shall hold good till completion of service contract period and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.
- 60.4** Adjustment for variation in prices of material, labour, fuel etc. shall be determined in the manner prescribed.
- 60.5** Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour and Fuel and shall be taken based on their proportions in the estimate. However, for fixed components, no price variation shall be admissible.
- 60.6** The price escalation shall be calculated based on the following clauses i.e. 5.7.6 (a) and 5.7.6 (b) of GCC for service and the higher of the two shall be paid.
- a) The percentages of labour component, material component, fuel component etc. in various types of Services shall be as under:

Component	Percentage	Component	Percentage
(A) Housekeeping Contracts			
Labour Component	70%	Other Material Components	15%
Fuel Component	0%	Fixed Component *	15%
(B) Consultancy Contracts			
Labour Component	80%	Other Material Components	5%
Fuel Component	0%	Fixed Component *	15%
(C) Other Contracts			
Labour Component	35%	Fuel Component	15%
Material Component	35%	Fixed Component *	15%

* It shall not be considered for any price variation.

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

$$(i) \quad L = \frac{W \times (L_Q - L_B)}{L_B} \times \frac{L_C}{100}$$

$$(ii) \quad M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_C}{100}$$

$$(iii) \quad F = \frac{W \times (F_Q - F_B)}{F_B} \times \frac{F_C}{100}$$

Where:

L Amount of price variation in Labour

M Amount of price variation in Materials

F Amount of price variation in Fuel

L_C % of Labour Component

M_C % of Material Component

F_C % of Fuel Component

W Gross value of work done (services performed) by contractor as per on-account bill(s), excluding cost of materials supplied by Railway at fixed price. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)

L_B Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period

L_Q Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

M_B Index Number of Wholesale Prices – By Groups and Sub-Groups: All commodities – as published in the R.B.I. Bulletin for the base period

M_Q Index Number of Wholesale Prices – By Groups and Sub-Groups: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

F_B Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the base period

F_Q Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

- b) In contracts where the number of workforce is specified, any revision in the minimum wages etc. notified through government order/circulars etc. after the date of submission of bids shall be compensated by the Railway administration, on an actual basis.

60.7 For material portion, the relevant RBI Bulletin (index numbers of wholesale prices in India - by Groups and Sub-groups - Averages) shall be used.

60.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India and revision in the minimum wages. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

61. Price Variation During Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 5.1 of the Standard General Conditions of Contract for service. However, where extension of time has been granted due to contractor's failure under Clause 5.2, price adjustment shall be done as follows:

61.1 In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 5.1, the price adjustment for the period of extension granted under Clause 5.2 shall be limited to the amount payable as per the Indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 5.1 of the General Conditions of Contract for service; as the case may be.

61.2 In case the indices fall below the indices or minimum wages applicable to the last month of original/ extended period of completion under Clause 5.1, as the case may be; then the lower indices or minimum wages, as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 5.2 of the Standard General Conditions of Contract for service.

Sr. Divisional Electrical Engineer/OP
Northern Railway, Moradabad

SPECIAL TERMS & CONDITIONS

1. The contractor has to depute his own labour with Push Trolley or any other Transportation system for loading of sand bag and transportation at railway platforms/ yard. It is also mentioned that there is no pucca pathway everywhere in the yard or station, the contractor will make his own arrangement for transportation of sand. The decision of Sr.DEE/OP/MB in this regard shall be final and binding for the purpose of this contract.
2. The staff employed should be well trained & versed for taking necessary precautions during crossing of railway track.
3. The handling of sand bag shall be done by the contractor from the place as per details given in scope of work and as directed by the Railway administration from time to time.
4. The contractor will give the name and address of the labour so deployed and all the staff shall wear proper uniform and entry card issued to the staff engaged by the contractor. Performa of entry permit is on Annexure-B.
6. During the working, it will be sole/entire responsibility of the contractor to ensure safety of the staff and due to carelessness of the working of his staff, if any damage is done to railway property/sand bag or any theft is committed of the sand bag, the amount, so assessed, shall be recovered from the contractor along with imposition of fine as the administration deems fit.
7. From Railway Administration side concerned (In-charge) like CLI/Loco/Ic/MB & HW will be the representative of the railway, who will sort out the day-to-day problems and make liaison with the contractor for smooth working of loading of sand bag.
8. The contractor will ensure that there is no interference or interruption with the existing Railway System under any circumstances.
9. No boarding and lodging facilities will be provided to the supervisor/labour of the contractor.
10. The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following :-
 - i. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
 - ii. The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
 - iii. The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - iv. The Minimum Wages Act 1948.
 - v. The Payment of Bonus Act 1965.
 - vi. The Payment of Gratuity Act 1972.
 - vii. The Payment of Wages Act 1936.
 - viii. The Motor Vehicle Act.
11. The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour laws.
12. Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify Railway Administration against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in Railway Administration.
13. The contractor shall give his employees/workmen identification through providing uniform and ensure that all his employees/workmen are holding valid entry permit in a conspicuous manner issued to him by the contractor.
14. The contractor will give the list of staff deployed for execution of works to Railway Administration.

15. In case of any dispute arising out of above or in interpretation of any clause in the terms and conditions of the contract, the decision of the Sr.DEE/OP/MB, Northern Railway /Moradabad shall be final and binding on the contractor.
16. **Acceptance:** The power of final acceptance of the tender shall reserve with the Sr. Divisional Electrical Engineer/OP, Northern Railway, MB who reserves the right to accept or reject any tender or part thereof without assigning any reason and does not bind himself to accept the lowest tender.
17. **Consignee:** CLI/Loco/Ic/MB
18. **Paying Authority:** Sr. DFM/N. Rly/MB
19. **Payment of the bills :**
 - a. The bill approving officer for the above work is Sr.DEE/OP Moradabad.
 - b. The Bills shall be submitted in triplicate in Railway standard bill format along with the loaded sand bag statement as indicated above to the Sr. Divisional Electrical Engineer /OP, Northern Railway, Moradabad – 244001 through the CLI/Loco/Ic/MB along with supporting documents. Payment to the contractor will be made every month proportionate to the work completed and also after certification by CLI/Loco/Ic/MB, Northern Railway or by an authorized person nominated by Sr.DEE /OP/MB on the Bill claimed by the contractor. Payment will be made by the Sr. Divisional Finance Manager, Northern Railway, Moradabad – 244001.
 - c. The tenderer is required to furnish details of Account No., Name of Bank with address, IFSC & MICR code etc.
 - d. Any statutory taxes/levies viz; Income Tax, TDS of GST, Penalty if any etc., as applicable shall be deducted from the bills.
 - e. The tenderer is required to furnish details of Account No., Name of Bank with address, IFSC & MICR code etc. as per Annexure-F and also submission of PAN & GSTIN of the firm.
20. The contractor shall made payment of the wages to his staff through bank payment mode. The contractor shall maintain proper documentation for the same. These documents shall be produced for verification by railways on demand at any point of time during the currency of the contract.
21. **Statutory Requirements:** All Statutory requirements viz minimum wages, PF, ESI etc., to the staff deputed by the contractor should be taken care of by the contractor and he will be responsible for the maintenance of necessary records in this connection, and also comply with all statutory requirements in force from time to time. Railway reserves the rights to withhold the payment if all the necessary documents are not provided regularly. .
22. **Penalties:** Penalty will be levied in case of following irregularities:
 - a. Failure to fill up the sand in any of the offered locomotives within the stipulated time of 5 minutes causing late departure of train.
 - b. Any misbehavior by the contractor's labour with Railway men.
 - c. Any other irregularities noticed by Railway officials.
 - d. The amount of penalty will be Rs.500/- for every case reported in writing on the above irregularities.
 - e. In case of violation of any clause of the contract a penalty up to Rs.5000/- may be imposed by Sr.DEE/OP/MB.
 - f. For any inspection done by an Officer of the rank of Jr. Scale and above, a penalty upto Rs.3,000/- may be imposed in case of unsatisfactory performance and non-compliance to the agreement.
 - g. In case of any failure in implementing the statutory rules and regulations by the contractor railways shall be at liberty to recover any such amounts as advised by the statutory bodies

from the bills of the contractor. Further the contractor shall be liable for termination of the contract.

23. **GST:** GST as applicable has to be paid by the contractor. The contractor shall submit GST paid Challan/Return on monthly basis as issued by the concerned department. Railway reserves the right to withhold the payment if the necessary documents like GST Challan/Return etc. are not provided regularly.
24. **Income Tax :** In terms of Income Tax Act. 1961 as amended from time to time 2% of income tax shall be recovered from contractor's Bill.
25. The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. The Contractor shall obtain a valid license, if applicable, under the aforesaid Act as modified from time to time before the commencement of the work.
26. It is the onus of the contractor to maintain registers as per the contract labour (Regulation and Abolition) Act, 1970.
27. Contractor should be liable to reimburse the Railway Administration all costs, damages and awards incurred by Railway due to the act of omission or commission by him or his staff.
28. Observance of Bonded Labour System Abolition Ordinance, 1975. The Bonded Labour System Abolition Ordinance, 1975 would apply to the present contract. The contractor shall duly observe the provisions thereof.
29. The Sr. Divisional Electrical Engineer (OP), Moradabad Division, Northern Railway, Moradabad –244001 reserves the right to reject any tender without assigning any reasons what so ever.
30. The Railway reserves the right to modify/add/omit/reject any Special Conditions of the Contract.
31. Except where specially stated otherwise the work is to be carried out in accordance with “General Conditions of Contract for works, July, 2022 of Indian Railways” with all correction slips.

Sr. Divisional Electrical Engineer/OP
Northern Railway, Moradabad

CHECK LIST FOR SUBMISSION OF TENDER

S. No.	Items	Yes	No
1.	Have you submitted cost of Earnest Money Deposit through online payment gateway at e-tendering website/portal?		
2.	Have you submitted the tender through e-tendering on GeM portal?		
3.	Have you furnished requisite documents in English or Hindi? a. Financial Turnover, b. Experience Certificate c. Liquidity as per Annexure-G		
4.	Have you submitted documents pertaining to status/constitution of the firm, partnership deed and power of attorney?		
5.	Have you furnished full postal address, telephone number/ Fax number etc.?		
7.	Have you kept your offer valid for 60 days or as specified?		
8.	Have you submitted clause wise compliance of the instruction to the tenderers, Special Condition and Technical Specification?		
9	Have you submitted the bids containing Notice Inviting Tender, Check List, and Instructions to Tenderers, General Conditions of Contract, Eligibility Criteria, Special Conditions of Contract, Technical Specifications, Schedule of Works, and Annexure etc.?		
10	Have you uploaded scanned copies of financial instruments such as e-receipt of EMD, mandatory credentials such as Experience/Completion Certificate, Turn Over Certificates and any other documents such as PARTNERSHIP DEED, POWER of ATTORNEY, AFFIDAVIT, PAN, GSTIN as applicable, if there is discrepancy in original and scanned/uploaded instruments, the offer will be summarily rejected?		
11	Have you uploaded Affidavit or declaration on firm's letter head as per Annexure-A?		
12	Have you uploaded Banking Reference for Liquidity as per Annexure-G?		
13	Have you uploaded experience certificate as per Annexure-K?		
14	Have you uploaded duly filled proforma for obligation/statutory compliance to be ensured by the bidder, as per Annexure-H?		

NOTE:

The above Checklist is not exhaustive. The tenderer must go through carefully the entire booklet and submit the tender compliance of all the conditions/ provisions/ instructions mentioned therein irrespective of the fact that they have been highlighted in the checklist or not.

Signature of Tenderer

Annexure-A

**UNDERTAKING FOR TRUTHFULNESS/CORRECTNESS OF THE DOCUMENTS SUBMITTED /
UPLOADED BY TENDERER ALONG WITH THE TENDER**

I..... (*Name and designation*) ** appointed as the attorney/
authorized signatory of the tenderer (*including its constituents*),
M/s.....
(*hereinafter called the tenderer*) for the purpose of the Tenderer documents for the work of
.....
..... as per the Tender No./Bid No..... of.....
(Railways),
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 IREPS Portal**. 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 nay discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of contract, the master copy available with the railway Admiration shall be final and binding upon me/us.
4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that **my/our offer will be evaluated based on the documents/ credentials submitted** along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and **I/We are fully responsible for the correctness of the information and documents**, submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria 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 tender EMD besides banning of business for a period of upto five years. Further, I/We (insert name of the tenderer) **.....and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time **after the award** of the contract, it will lead to terminate of the contract, along with forfeiture of EMS/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

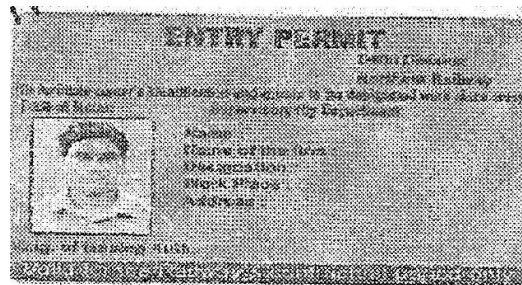
Sr.DEE/OP/MB

Annexure-B

The tenderer shall provide entry permit to his workers deputed for the job as per following Performa or a sample can be provided as per existing entry permits.

Performa for entry Permit

Entry Permit Moradabad Division
Date of issue
Supervisory Railway Department
Name of the employee with photograph
Name of the Firm
Designation
Work Place
Address
Signature of issuing authority



Annexure-C**Acceptance/Deviation Schedule**

(Tenderer may add more sheets if space is not adequate)

<i>Clause #</i>	<i>Accepted (yes/No)</i>	<i>If No, list Deviation(s)</i>
<i>General Conditions:</i>		
<i>Special Conditions:</i>		

Name and Signature of the Tenderer
with the Seal and Date

Sr.DEE/OP/MB

Annexure-D

a. Performa for submission of the detail of work completed in last 03 FY

SNO	Name of the work	Contract Agreement no & date	Initial Amount of the contract	Consignee	Date of start of work	Date of completion of work	Amount Received on completion of work

b. Performa for submission of the detail of work on hand

SNO	Name of the work	Contract Agreement no & date and awarding date	Amount	Consignee	Date of start of work	Tentative Date of completion of work

Annexure-E**Constitution of Firm:**

1	Constitution of the Firm/ concern. (Tick as applicable	Sole Prop/Partnership Firm/ Company/Society
2	Full name of firm/ company/Society	
3	Year of formation/ incorporation	
4	PAN No.	
5	Firm's GSTIN	
6	Registered Office Address	
7	Address on which correspondence regarding this tender should be done.	
8	Names of the proprietor/partners etc.	

We have uploaded with the tender, all the requisite documents pertaining to the constitution of the firm/ concern/ company etc., as specified in the tender document. I/we understand that in the absence of these documents, our tender may be summarily rejected as deemed fit.

Signature of Tenderer

Annexure-F**FORMS****Electronic Clearing Service (Credit Cleaning)****Model Mandate Form**

(Investor/ customer's option to receive payments through Credit Clearing Mechanism)

Name of the scheme and the periodicity of payment

No.

- 1) Investor/customer's name :
- 2) Particulars of Bank account :
- A Name of the Bank :
- B Name of the branch :
Address :
Telephone No. :
- C IFSC Code of the bank/branch
Appearing on the MICR cheque issued by the bank:
- D Type of the account (S.B. Current or cash Credit)
With code (10/11/13)
- E Ledger and Ledger folio number:
- F Account number (as appearing on the cheque book)
(In lien of the bank certificate to be obtained as under.
Please attach a blank cancelled cheque or photocopy of cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

a. Date of effect:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(_____)

Signature of the Investor Customer

Date

Certified that the particulars furnished above are correct as per our records

Bank's Stamp

Signature of the Tenderer/s
with the Seal and Date

Annexure-G

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

____ Sd. ____

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

• **Change the text as follows for Joint Venture:**

This is to certify that M/s who has formed a JV with M/s..... and M/s..... for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s to meet their working capital requirements *for executing the above contract.*

[This should be given by the JV members in proportion to their financial participation]

Annexure-H

Obligation/ Statutory Compliance to be ensured by Contractor

S. No.	Items	Compliance of Contractor (To be filled by contractor)	
		Yes	No
1	Registration with Department of Labour, Gol/State Govt		
2	Compliance of minimum wages Act by payment of wage on 7th of every month through Bank presence of nominated representative of employer (RAILWAY ADMINISTRATION Supervisor/manager)		
3(a)	Compliance of provision of ESI Act, EPF Act, Bonus Act and Employees Compensation Act, ESI registration		
3(b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		
6	PF Registration issued by the Regional Provident Fund		
7	Professional Tax Registration (Certificate issued by Competent Authority)		
8	PAN/TAN details of the Agency		
9	Bank Account Details		

Note: - A non-filling or 'No' by contractor will lead to non-eligibility for contractor in further tendering process.

Signature with seal of Tenderer

POLICE VERIFICATION

PHOTO
(of applicant,
signed by
contractor)

S. No.	Particulars	
1	Full Name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
5	Period of Residence	
6	Home/ Permanent Address in full with Police station and District	

Declaration (by applicant):

I certify that the following information is correct and complete to the best of my knowledge and belief.

Police Certification:

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of Applicant

Date:

Place:

Counter signature of
Authorized signatory with stamp

Certificate of Medical Examination

1. Certificate Serial no.....Date.....
2. Name.....
 Identification marks: (i).....
 (ii).....
3. Parent's name.....
4. Sex.....
5. Residence.....son/daughter of.....
6. Date of birth, if available.....and/or certificate age.....
7. Physical Fitness
 I hereby certify that I have personally examined
 (name).....son/daughter ofresiding at
who is desirous of being employed in
 manual work and that his/her age as nearly as can be ascertained from my examination
 is.....years and that he/she is fit for employment
 in.....as an adult/adolescent.
8. Reason for-
 1. Refusal of certificate.....
 2. Certificate being revoked.....

Signature/Left hand
 Thumb impression of worker

Signature with seal
 medical Inspector/CMO

- Note-1. Exact details of cause of physical disability should be clearly stated.
 2. Functional/productive abilities should also be stated if disability is stated.

Annexure-K

The bidder shall submit details of work executed by them in the prescribed format given below along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract and clearly indicating amount/payment of Service Tax and GST, if any :

S.No.	Description	Required Information
1.	Name of work	
2.	Name of the firm	
3.	Status of the firm: (whether it is a Sole Proprietorship/Partnership Firm/Company/Society) If partnership firm, please provide details of partners with their shares :	
4.	Period of contract	
5.	Agreement No. & Date	
6.	Agreement Value	
7.	Revised Agreement Value, if any	
8.	Date of start of the work	
9.	Date of completion of work	
10.	Whether any extension given, if yes, period of extension.	
11.	Date of physically completion of work after extension.	
12.	Gross amount paid against this work to contractor including Service Tax/GST	
13.	Total amount paid against this work to contractor excluding Service Tax/GST	
14.	Amount of taxes (Service Tax/GST, if any) paid	
15.	Penalty imposed upon contractor/firm	
16.	Performance of the firm: Please confirm whether Satisfactory or Unsatisfactory.	

Note:

1. If the bidder submits credential of any composite work i.e. involving two or more work for technical eligibility, then payment received on account of similar nature of work/service as specified in completion/experience certificate shall be considered for technical eligibility criteria only. If the payment received on account of similar nature of work/service is not clearly specified in completion/experience certificate of composite work, then offer/tender shall be summarily rejected.

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

Office of-----

-----Railway

No. _____

Dated _____

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

Sub: Opening of LC

Ref: Supply Order/ Contract Agreement No .

It is requested to open a sight LC against the above referred Order/ Agreement in favour of
_____. The details of beneficiary are as
under:

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

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

- (xi)Validity/Period for which LC is to be opened :

(Signature)

Name: _____

Designation: _____

(Official Seal)

Annexure-2

LCDA No. _____ (18 DIGIT IPAS GENERATED No.)

Dated: _____

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/Supply Contract No. _____ Dated _____

(ii) Inland Letter of Credit No. _____ Dated _____

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

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

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

S.No.	Invoice No.	Invoice Date	Invoice Amount (INR)	LCDA No.	LCDA Date	Amount Paid (INR)
Total Paid						

THIS PAYMENT : _____

LC BALANCE AFTER THIS PAYMENT : _____

(Signature of authorized Railway authority)

Name: _____

Designation : _____

Official Seal: _____

Tender form Third sheet
OFFER FORM (Schedule of Rates)

Name of Work: "Round the clock supply and filling of dry sand, free from clay, mica, oil & other foreign materials as per specification No. AAR M-916-51 in sand boxes of Diesel & Electric Locomotives at MB & HW stations of MB division for 06 months".

Description of work	Qty.	Unit	Unit Rate including GST (Rs)	Amount including GST (Rs.)	Offered Rate including GST (Rs.)
Schedule-A: Cost of Manpower for "Round the clock supply and filling of dry sand, free from clay, mica, oil & other foreign materials as per specification No. AAR M-916-51 in sand boxes of Diesel & Electric Locomotives at MB & HW stations of MB division for 06 months." Note: Rates are inclusive of all payments, taxes and charges including GST @18%.					(in Rs.....) To be quoted online on e-tendering link
1. Round the clock supply and filling of dry sand, free from clay, mica, oil & other foreign materials as per specification No. AAR M-916-51 in sand boxes of Diesel & Electric Locomotives at MB & HW stations of MB division for 06 months.	304560	Kg	5.38	1638532.80	
Total Estimated Cost of work including GST (Rs.)				Rs.16,38,532.80/-	

Note :

- The quantities shown in above schedules are approximate and are as a guide to give the bidder(s) an idea of quantum of work involved. The railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.
- The estimated rates of all items are inclusive of all taxes and charges including GST.
- The bidder/s is/are requested to quote his/their rates for the work inclusive of all taxes and charges including GST in tender schedule/offer form available on e-tendering link, which shall be taken for comparison of rates.
- If the bidder submits credential of any composite work i.e. involving two or more work for technical eligibility, then payment received on account of similar nature of work/service as specified in completion/experience certificate shall be considered for technical eligibility criteria only. If the payment received on account of similar nature of work/service is not clearly specified in completion/experience certificate of composite work, then offer/tender shall be summarily rejected.**
- Payment shall be made for the actual work done by the contractor on satisfactory work completion report given by the consignee.

Name and Signature of the Tenderer
With the Seal and Date

'END OF THE TENDER DOCUMENT'