

**PART - I****CONDITIONS OF CONTRACT**

**NAME OF WORK:** Servicing/calibration of measuring & testing instruments of TRD/BSL for a period of one (01) year.

- **Engineer's Representative:** For this work **SSE/RCE/BSL** will be the Engineer's Representative. Concerned SSE/TRD/BSL of the section will supervise and certify the work executed in respective jurisdiction and submit all relevant papers to Engineer's Representative for recording measurement. The work executed will be test checked by concerned **ADEE/TRD** for their respective jurisdictions.
- 1) **LOT SIZE:-**  
At one time Measuring Instruments & gauges in lot of Suitable size will be handed over to the Contractor if calibration is to be carried out outside of Railway premises. The lot size can be increased/decreased depending upon cost of Measuring Instruments & gauges. Cost of measuring instrument & gauges in a lot will not be more than the indemnity bond.
  - 2) **COMPLETION PERIOD:-**  
The entire work of calibration of measuring instruments & gauges shall be completed within 06 months from the date of LOA. The completion of work includes all the tests, final inspection and testing of the Measuring Instruments to the entire satisfaction of the Railway.
  - 3) **DEVIATION:-**  
No deviation with respect in tender condition shall be entertained.
  - 4) **VALIDITY OF CALIBRATION:** - Calibration of measuring instrument & gauges shall be valid for One (01) year period.
  - 5) **TENDERER'S CREDENTIALS:-**  
The firm shall either possess valid NABL accreditation or get the calibration carried out through a valid NABL-accredited laboratory/agency having accreditation in at least three disciplines: (i) Electro technical, (ii) Mechanical, and (iii) Thermal.
  - 6) **PRICE VARIATION:-**  
Price Variation (PV) clause shall not be allowed to this tender/contract. No claim on account of PV shall therefore be entertained under any circumstances.
  - 7) **BILL PASSING & BILL PAYING OFFICER:-**  
Sr.DEE/TRD/BSL will be bill passing authority & Sr.DFM/BSL will be bill paying authority.
  - 8) **PAYMENT TERMS:-**  
100% Payment will be made for completed lot / lots for the work including inspection, and testing as per Technical Specification. Following documents will be required at the time of payment.
    - i. Material receipt Certificate.(MRC) i.e. receipt of material in good condition.
    - ii. Joint note with contractor of inspection and acceptance.
    - iii. Various test certificates and certificates from the contractor if any shall be submitted by the contractor.
    - iv. IT will be deducted as per extent rules.
    - v. Photocopy of PAN, MANATE FORM for EFT/NEFT along with blank cancelled cheque, GST INVOICE and Party data form.
    - vi. Contractor shall be registered under GST act and contractor will pay "GST amount" to respective authority himself as applicable

- vii. Contractor shall be registered on IRWCMS website. e-bill and e-MB will be done through IRWCMS.
- viii. Contractor shall be registered on Shramik kalyan portal. Contractor shall submit a certificate that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik kalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till \_\_\_\_Month \_\_\_\_Year.”
- ix. TDS (1% CGST & 1% SGST or 2% IGST) on taxable amount will be deducted as per extent rules.

**9) E-MB and E-Bill :**

Contractor shall be registered on IRWCMS website. E-bill and E-MB will be done through IRWCMS.

**10) DEPOSIT AGAINST ISSUE:-**

The contractor shall have to furnish a bank guarantee or an Indemnity Bond of 2,00,000.00/- (Two Lakh Only) for safe custody of railway material. This security shall be deposited in the form of indemnity bond duly notarized in format as given on the last page of this document. Indemnity bond shall be submitted within 21 days of issue of LOA and shall be valid for a period 03 months beyond completion period of this contract.

**11) CONTRACTORS LIABILITIES:-**

- (a) The work completed by the Contractor will be inspected by authorized representative of Sr.DEE/TRD/BSL/CR and accepted after satisfaction.
- (b) All the disputes regarding this tender remains under the jurisdiction of Bhusawal court.
- (c) General conditions of contract amended up-to date will be applicable.
- (d) The Contractor will be responsible for any compensation to be paid to his employees as a result of any mishap during the course of work. Railway will not be responsible for any injury, loss of life to Contractor’s labour or supervisors.
- (e) The Railways will also be authorized to recover/reimburse the amount of loss suffered by the Railways from the Contractor under these provisions and the decision and determination by the Railways or its authorized representative and shall not be challenged in any court of law or arbitration or otherwise and the Contractor after signing this agreement hereby irrevocably authorizes the Railways to set off and adjust such loss or damage against the amount of security deposit and/or outstanding payment and in the event of short fall, the Contractor shall immediately, on issuing a certificate by the Railways, pay the same amount to the Railways without demur or objection.

**12) RESPONSIBILITY OF CONTRACTOR :**

The Contractor shall ensure that, without prior written permission of the railways, his employees shall not remain in the shed premises after completion of their specified timing OR on completion of their work under this contract. The Contractor’s employees can be checked any time by railway security staff in order to prevent any theft, pilferage etc. In case of Contractor’s employees found involved in theft, they shall be handed over to local police for further investigation.

**13) SAFETY MEASURES:-**

The Contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then confirm to the rules and regulations of the Railway. The Contractor shall be responsible for safe custody of all equipment till provisional acceptance. Moreover, if any time the works to be carried out directly concern the safety of trains, the Contractor’s staff must comply fully with Railway regulations given to him by the authorized Railway staff. The Contractor’s employees and workers may for no reason operate an installation

Concerning train safety or train movement. They shall notify the authorized representative of the purchaser / consignee who will take all necessary steps in this regard.

It will be the responsibility of the Contractor to ensure that all the workmen observe industrial safety rules, procedures, methods, practices etc., In Railway premises 25 KV OHE supply is available. The Railways shall not be liable for any accidents, injuries etc. to his workmen or any financial implication arising there from.

**14) TO GUARD AND PROTECT THE RAILWAY MATERIAL / MACHINES IN RAILWAY PREMISES.**

- i. It will be sole responsibility of Contractor to guard and protect the equipment/ fittings parts / materials / machines of shed during the contract period.
- ii. The Contractor shall be liable to pay for direct losses, damages caused to the Railways by him or his workmen knowingly/ unknowingly while they are in Railway premises working or not working. The amount shall be determined by the Sr.DEE/TRD/BSL, and same will be recovered from Contractor's on account bill or security deposit or any other dues with the railway.
- iii. If any damages / theft / loss occurs during the contract period but is noticed after expiry of the contract period but is noticed after expiry of the contract, the agency will make good the damages /theft /loss by submitting an undertaking to that effect.

**15) SELF SUFFICIENCY OF LABOUR:-**

- i. Persons deployed by the Contractor shall have NO CLAIM to be Railway personal in any capacity what so ever.
- ii. The personals of agency shall not be entitled for any facility as is being provided to Railway staff.

**16) RESPONSIBILITY IN CASE OF THEFT /PILFERAGE :-**

- i. In case of theft / pilferage, the cost of the same will be recovered from the agency. The decision of the Railways will be final.
- ii. It should also be ensured that, the employees employed by the agency are having proven antecedents and no police case etc. is pending against such people. The agency shall be solely responsible for all acts of commission of its employees.

**17) RESPONSIBILITY OF THE CONTRACTOR TOWARDS ITS EMPLOYEES:-**

The contractor has to ensure and comply with the provision of the Payment of Wages Act 1936, provision of Minimum Wages Act- 1948, Contract Labour (Regularization and Abolition) Act 1970, Workmen Compensation Act 1923, code on wages 2019& other labour laws as applicable.

**18) ACCIDENTS:-**

- i. The Contractor shall, in respect of all staff engaged by him or by his sub-Contractor, indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensations Act, the Factories Act and the Payment of Wages Act and rules made there under from time to time or under any other labour and Industrial legislation made from time to time.
- ii. The Contractor shall indemnify and keep the Purchaser/ Consignee indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person

OR

Persons within the Railway premises and any loss or damage to Railway property sustained due to the acts or omission of the Contractor, his sub-Contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workmen's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

**19) RELEASED MATERIAL :-**

Released material if any, shall be handed over to the Railway by contractor.

**20) OTHER CONDITIONS**

- (a) The quantity in this contract is subject to variation. However, tenderer shall not be eligible for any extra charges other than what is quoted in schedule on account of variation quantity on either side.
- (b) This Administration reserves the right to reject any or all tenders without assigning any reason.
- (c) The Contractor shall study and clarify all doubts, discrepancies etc., before Commencement of work from the Sr. Divisional Electrical Engineer, (Traction Distribution), Central Railway, Bhusawal. No. excuses for delay of work on this account shall be entertained at a later stage.
- (d) Submission of Legal Documents: The successful tenderer shall have to furnish owner ship / partnership deed, certificate of registration, power of attorney in favour of the person signing the contract agreement at the earliest for execution of contract agreement and there after contractor will be intimated for signing of contract agreement. In case of firm being a partnership firm power of attorney shall be signed by all the partners.
- (e) Power of Attorney: On stamp Paper worth Rs. 500/-.  
Bank Guarantee: On Stamp Paper worth Rs. 500/-.  
Affidavit: On Stamp Paper worth Rs. 100/-  
Legal vetting charges:- Rs. 200/- per legal document.  
The successful tenderer will be intimated regarding vetting above said legal documents and tenderer shall arrange for signing of contract agreement within 07 days (Seven Days) of receipt of intimation in this connection. In case of firm being a partnership firm power of attorney shall be signed by all the partners.
- (f) This contract shall be governed by the General Conditions of Contract, April-2022 with latest A&C slips.
- (g) Arbitration clause shall be applicable to this contract as per GCC, April-2022 with latest A&C slips.
- (h) Force Measure clause shall be applicable to this contract as per GCC, April-2022 with latest A&C slips.
- (i) It will be responsibility of the Contractor to ensure that all his workmen shall observe Industrial safety rule.
- (j) The Contractor shall observe all relevant laws and rules to execute the contract.

**Signature of Tenderer**  
**With full Address and Seal**

**Sr. DEE/TDS/BSL**  
**For and on behalf of President of India.**

**PART –II****TENDER TECHNICAL SPECIFICATION**

**NAME OF WORK:** Servicing/calibration of measuring & testing instruments of TRD/BSL for a period of one (01) year.

**1) QUANTITY:** - As per tender schedule.

**2) SCOPE OF WORK:-**

- (a) Above work involves Calibration of measuring instruments & gauges.
- (b) The traceability of calibration of master gauges should be of national standards. The traceability certificate of such master gauges should be enclosed along with the calibration certificate.
- (c) The measuring instrument & gauges are required to be tested for required / predefined accuracy.
- (d) For each calibrated instrument & gauges detailed calibration procedure and reports should be submitted along with the calibration certificate.
- (e) Those measuring instruments & gauges which are to be calibrated at the firm's premises, shall be handed over against Indemnity Bond. All the handling and transportation will be arranged by the Contractor only.
- (f) After calibration, the date of calibration should be indicated with necessary Label / tag on the instrument for proper identification and records.
- (g) The firm is responsible for safe guarding of measuring instrument & gauges during the time these measuring instruments & gauges are in their possession. In case of any damages the firm will replace the same measuring instrument & gauges or arrange repairs of the same at their own cost.
- (h) SSE/RCE/BSL will be coordinating authority for the work.
- (i) Only working instruments & gauges will be offered for calibration.
- (j) A joint note should be prepared between SSE/RCE/BSL and firm's representative before handing over the measuring instruments & gauges for calibration.
- (k) After calibration of measuring instruments & gauges a final joint note will be prepared between SSE/RCE/BSL and firm's representative.
- (l) Test certification in triplicate should be submitted by Contractor along with calibrated measuring instrument or gauge.

**3) STORAGE PLACE:** - No separate storage place for calibration for these instruments shall be provided by Railway. However, area for calibration for these instruments shall be provided by Railway if the calibration is being carried out in the Railway premises.

**4) ASSISTANCE FROM RAILWAYS :-**

- (a) All labours, instruments & material required for calibration of these measuring instruments & gauges will be provided by the contractor only.
- (b) The electric supply in TRD/BSL depot premises will be arranged by Railway free of cost.

**5) PENALTY:** - If contractor fails to execute the work within specific time period, then penalty will be imposed as under:

- i. Measuring instrument & gauges shall be returned after calibration within 15 days from handing over date, otherwise penalty @Rs. 500/- per day per lot, with maximum of 30% of total calibration cost of lot will be imposed.
- ii. The work is to be completed within stipulated time period, otherwise LD will be imposed as per LD clause of GCC-2022.

iii. If it is found that the instruments has not been calibrated from a corresponding NABL recognized laboratory, it shall be deemed that no work has been done and also a penalty equal to the cost of calibration of that instrument shall be levied.

iv. If any irregularities are shown in the execution of work during the contract period a token penalty of Rs. 5,000/- per incidence will be imposed.

**Note: The maximum total penalty including LD in this contract will be 10% of the contract value.**

**6) INSPECTION:** - The completed work by the contractor will be inspected by Concerned SSE/TRD/BSL.

**Sr. DEE(TRD)BSL**  
**For and on behalf of President of India.**

**Indemnity Bond**

THIS DEED OF INDEMNITY made this on \_\_\_\_\_ by M/s \_\_\_\_\_, hereinafter referred to as "The Indemnifiers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, executors and assigns) in favor of the President of India as owner of Central Railway Administration hereinafter referred to as "The Administration" (which expression shall unless repugnant to the context or meaning thereof include his successors and assigns in office)

WHEREAS the indemnifiers have entered into a contract with the President of India representing the TRD Section, Central railway BSL Division, according to the details given by the indemnifiers in their offer & Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Central Railway Administration, for and behalf of The President of India and which together with the documents mentioned therein, constitutes the said contract.

AND WHEREAS one of the terms and conditions in said Contract/LOA is that the Administration will provide Measuring Instruments and gauges of TRD dept., Central Railway, Bhusawal for Calibration as per Scope of Work of Contract Agreement/ LOA No \_\_\_\_\_

AND WHEREAS the indemnifiers have agreed to execute this Deed of indemnity in respect of the said measuring Instruments and gauges of TRD Section, Central railway BSL Division given-to them by railway administration in the manner and under the circumstance hereinafter provided.

The Indemnifiers hereby agree and undertake that they will hold the said instruments of TRD Section, Central railway BSL Division on behalf of the Central Railway Administration in trust for the purpose of calibration and return the same duly calibrated to the Central Railway Administration Strictly according to the terms of contract in that respect.

The Indemnifiers hereby agree and undertake that they will be responsible for the Safe Custody and protection of the Measuring instruments and gauges of TRD Section, Central railway BSL Division and also for any loss or damage to the said instruments of TRD Section, Central railway BSL Division to the extent of Rs 2,00,000/- (Rupees Two lakh only) while in their custody arising from whatever cause till they are returned to the Central Railway Administration after completion of Work according to the terms of the contract in that respect.

The Indemnifiers hereby further agree and undertake that they shall indemnify against all loss or damage referred as above, reimburse to the Administration the cost of the said Measuring Instruments in Gauges of TRD Section, Central railway BSL Division loss or damage caused as a result thereof to the extent of Rs 2,00,000.00/- (Rupees Two lakh Only).

The indemnifiers further agree that if any amount becomes payable by the Indemnifiers to the Central Railway Administration under-this indemnity Bond then without prejudice to any/other remedies available to the Administration, the said Administration shall be entitled to recover the same by way of deductions from any sum due to of any sum which at any time hereafter may become due to Indemnifiers under this contract herein above referred to any other contract to the extent Rs. 2,00,000.00/- (Rupees Two Lakh Only).

IN WITNESS thereof, we M/s \_\_\_\_\_ have hereto set our hands and seal today on the \_\_\_\_ day of \_\_\_\_\_.