

GOVERNMENT OF INDIA

SOUTH EAST CENTRAL RAILWAY

BILASPUR DIVISION

Tender Notice No: DRM-ENGG-BSP-T-84-26-27

Name of work: Supply, installation, commissioning and operating (for 5 years) track based gauge face rail lubricators having carrying down effect of 1 Km (electronic type) in Bilaspur Division.

Issued by
Sr.DEN (Co-ord)
South East Central Railway,
Bilaspur (C.G.)

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Chapter 1: NIT (Notice inviting Tender)

Tender Notice No: DRM-ENGG-BSP-T-84-26-27.

1. Name of work: Supply, installation, commissioning and operating (for 5 years) track based gauge face rail lubricators having carrying down effect of 1 Km (electronic type) in Bilaspur Division.
2. Location of work: Bilaspur Division.
3. Detail information about tender: As below.

Description of work	Completion period	Tender value	Cost of Tender Form	Initial Earnest money deposit (Rs.)	Date of tender opening
Supply, installation, commissioning and operating (for 5 years) track based gauge face rail lubricators having carrying down effect of 1 Km (electronic type) in Bilaspur Division.	60 Months	47,41,91,027.50 (Forty-Seven Crores Forty-One Lakh Ninety-One Thousand Twenty-Seven and Five Zero Paise Only)		As mentioned in NIT of E-Tendering portal	

Note: (A) MSEs registered 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, UAM (Udhyog Aadhar Memorandum), 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 and shall be exempted from payment of minimum EMD detailed in the bid on confirmation (Photocopy/Xerox copy) of their evidence to this effect.

B) MSEs registered 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.

I.(b) The above exemptions from payment of 'Tender document cost' and 'Earnest Money Deposit' shall be applicable for the MSME firms registered for the 'items tendered' or MSME firms registered for appropriate categories as per works mentioned in "Similar Nature of Works (As per Para no. 01 of Special Technical Criteria)" for the instant tender. The tenderer has to submit documentary evidence for the same.

4. The tenderer(s) must submit/upload following duly filled 'Annexures' and 'Supporting documents' issued by the respective authorities/agency mentioned thereof in the Annexures & documents that are required in support of fulfillment of Eligibility Criteria. If not submitted, their bid(s) will not be evaluated.
 - **Annexure-Y** along with audited balance sheet duly certified by Chartered Accountant.
 - Banking reference should be as per '**Annexure-S**' duly issued by Scheduled Bank.
 - **Annexure-T** for net current asset along with the audited balance sheet duly certified by Chartered Accountant.
 - Company establishment certificate and company's work order copy/ agreement copy/ completion certificate etc. as proof of experience in operation.
 - EPFO challan/bank account statement in support of available manpower (duly submitted

to EPFO) in respect of the previous four quarters preceding the date of opening of bid.

- Undertaking as per **Annexure ‘J’**.
- Undertaking as per **Annexure ‘V’**.

5. All the bidder(s) should ensure that they are GST compliant and their structure/rates are as per GST law.
6. The tender form is not transferable. The tender document should be signed/digitally signed by the tenderer positively as tenderer shall be constrained to follow all terms & conditions as laid down in the tender documents for execution of the work.
7. If the tender documents are signed by the Representative/Partner of the firm, the Power of Attorney towards authorized signatory/partnership deed issued from proprietor in proper manner should be produced along with the tender documents.
8. The Tender shall be consisting of **“Two Bid System”**.
9. The rates should be quoted by tenderers only in rate columns provided in E-Tendering portal.
10. The offered rates will be valid for 90 days only from the date of tender opening.
11. The accepted rates will be valid for entire Contractual period of work from the date of execution.
12. The work should be executed as per schedule & scope of works.
13. The transportation charges towards the carrying of materials, equipment’s and man power will be borne by the tenderer himself.
14. In case of any accidental injury/death to the staff of Contractor within Railway Premises during execution of the work, no Compensation will be awarded from the Railway Administration side.
15. A check list for the submission of documentary proof by the tenderers should be furnished folio wise and attached along with tender form.
16. The Railway reserves the rights to increase/decrease the quantity of work as per **GCC (Service) - 2018 with latest correction slip**.
17. The Railway Reserves the rights to order/cancel/amend or modify tender without assigning any reasons.

18. **Minimum Eligibility criteria.**

- A. **Work Experience:** (i) Technical Eligibility criteria of track Based Lubricator should be done by RDSO approved firm only vide Railway Board letter no.2023/Track-I(P)/RDSO, Dated: 17/02/2023
- ii) Track based lubrication should be done by RDSO approved firm only. Tenderer have to submit documents in support of this approval.

- B. **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 stamp, signature and membership number shall be considered.

However, in case, the audited balance sheet of previous financial year is not ready, certificate issued by chartered accountant on the basis of any other government approved documents like GST return/VAT statement (if applicable) will be considered for evaluation. This is as per railway board's letter no. 2016/EnHM/06/02, New Delhi, Dtd: 18.10.2018.

- (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% (For the financial year 2023-24) 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 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 of the financial year 2023-24) 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.

- C. **Evaluation of Technical bid:** Track based lubrication should be done by RDSO approved firm only. Tenderer have to submit documents in support of this approval.

19. **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 Annexure- K) 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.
20. The above tender notice and tender document is available on the E-tendering portal. Same can be filled and submitted online. However a separate payment to be done towards the cost of tender document separately in addition to earnest money while submitting the tender, otherwise the tender will be summarily rejected.
21. Railway Administration shall not be responsible for any delay/difficulties/inaccessibility while submitting tender form through e-tendering by tenderer. In case of any discrepancy, Master copy available in the office shall be treated as reference and No claim on this account shall be entertained

TENDER FORM OFFER LETTER

To,

The President of India
Acting through the Sr.DEN(Co-ord),
South East Central Railway, Bilaspur.

Sir,

Name of work: Supply, installation, commissioning and operating (for 5 years) track based gauge face rail lubricators having carrying down effect of 1 Km (electronic type) in Bilaspur Division.

1.I/We M/s..... have read the various conditions to tender attached here to and agree to abide by the said condition. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default therefore, I/We will be liable for forfeit of my/our “**Earnest Money**”. I/We offer to do the work for South East Central Railway at the rates quoted in the attached schedule here by bind myself / ourselves to complete the work in all respect within time mentioned from the date of issue of work order.

2.I/We also hereby agree to abide by the general condition of contract and Standard specifications for the Engineering department [latest edition] and as amended up to date, and to carry out the work according to the special condition of contract and Standard Specifications (General and Special) of materials and works as laid down by the Railway in the annexed special conditions/specifications for the present contract.

3.A sum of Rs...../- (Rupees.....) only in favour of **PFA/SECR/BSP** payable at Bilaspur (Chhattisgarh) is here with forwarded as **Earnest Money**. The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies in case in case my/our tender is accepted and if:

- a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railways that such documents are ready and,
- b)I/We do not commence the work within fifteen days after receipt of order to that effect.

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

SIGNATURE OF WITNESS:

Name and Address:

Signature:

Name and Address:

Signature:

Contractor's Signature
with seal & date

INSTRUCTIONS TO TENDERER(S) FOR E-TENDER(S)

1. GENERAL

- 1.1. E-Tender have been invited for and on behalf of the President of India through E-tendering portal for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All the mandatory filled with marked with (*) have to be filled in by the tenderer. No manual offer is acceptable against this tender. No tender document in hard copy will be sold against this tender number. Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.
- 1.2. E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
- 1.3. The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents as well as schedule of tender, General condition of contract and Special Conditions.
- 1.4. The tender offer complete in all respect and with all document is to be submitted online by e-tendering process through the website E-tendering portal before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender, No manual offers shall be accepted.
- 1.5. The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion 15 days before the due date of date of opening of the tender as corrigendum.
- 1.6. Corrigendum as required may be issued upto 15 days prior to the closing of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderer are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.
- 1.7. This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), **General Condition of the Tender, Special Condition of the tender, Specifications of the works & various Annexure** etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document herewith referred to as “**Tender Document**” & have to be rear together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation. The Railway and the website will have no responsibility for incorrect evolution of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No. claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderer are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.

- 1.8. The Railway and the website will have no responsibility for incorrect evolution of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled correctly and unambiguously for each item for each item. No. claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderer are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.
- 1.9. In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of E-Tendering portal who will render all help and related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reason related to the website and portal or server etc. beyond the control of Railways.
- 1.10. Railway and E-Tendering portal website will not take responsibility for any payment made by the tenderer and debited from his/their accounts towards the tender cost or Earnest Money due to wrong or manipulation Earthing of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and E-Tendering portal website will not entertain any claim in this regards or refund the paid amount.
- 1.11. The document uploaded or information furnished in the website are digitally signed by the competent authority.
- 1.12. This Tender document includes many chapters/items/conditions/Instructions like as Under- taking, technical Compliances, Commercial compliance, standard Technical Criteria, Standard Finance Criteria, Similar nature of work, General Instruction to tenderers for E- tendering, Special Conditions of Contract-General and list document to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work are available in the E-Tendering portal and all the items including all other documents referred to herein, if not scored off, shall consist integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relief and/or acted upon in isolation.
- 1.13. Tenderer(s) are advised to take utmost care while scanning/uploading the documents related to their eligibility. Railway administration will not be responsible for improperly scanned/ uploaded document, corrupt file, illegible documents etc. and the same will not be considered for further evolution.

2. TENDERER'S POSTAL ADDRESS

Address of Tenderer: - The address, email id and Mobile phones, other phone nos. And other Details given in the portal while registering will be considered as official address and all Correspondence to the tenderer will be made in these registered modes.

All communications sent in time to the tenders by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by registered post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

3. THE SCHEDULE OF WORKS

The Schedule of works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

4. OPENING OF TENDER

- 4.1 Opening of e-tender online: The E-tender will be opened online using the E-Tendering portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.
- 4.2 In case the date of closing mentioned in the Notice Inviting Tender is declared holiday/ bandh/ strike on any account, the date of closing tender online will not be changed as the application in the website of E-Tendering portal does not permit submission of any offer after closing date and time of the tender. However, opening of tender online will be on any convenient day.

5. SUBMISSION OF DOCUMENT IN SUPPORT OF ELIGIBILITY CRITERIA:

All documents in support of fulfillment of **Eligibility criteria** with respect “**Financial Eligibility Criteria**” and desired documents should be uploaded online in the website with scanned copy at the time of tender bidding with details showing in the Annexures. Eligibility of the tenderers shall be decided solely on the basis of the documents submitted along with the tender offers.

No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical and Commercial offers. Even suo-moto post tender letters of the tenderers shall be treated as NULL & VOID.

General Conditions of Tender

General Condition of Contract (Service contract)-2018 with latest correction slip is applicable for this contract. However, special conditions shall apply to the contract for the execution of work. Wherever they differ from General conditions, the special conditions shall over-ride the general conditions.

CONSENT OF THE TENDERER(S) FOR THE CONDITIONS OF CONTRACT

The Railway Board's GCC (Service)-2018 with latest correction slip up to date is applicable for this contract.

I/We have gone through the Railway Board's GCC (Service)-2018 with correction slip up to date governing the performance of work covered by this tender. I/We have kept myself/our- selves fully informed of the provision of this GCC (Service)-2018 with latest correction slip with correction slip up to date.

Signature of the Tenderer(s)

Note: The Railway Board's GCC (Service)-2018 with latest correction slip with latest correction slip up to date can be perused in the office of Sr. DE|N (Co-ord), S.E.C. Rly, Bilaspur during office working hours of working day or can be seen from the official site of railway board.

CONDITIONS OF TENDER

1. Any specifications/conditions stated by the tenderer(s) in the covering letter submitted along with his tender shall be deemed to be a part of contract only to such extent has been explicitly accepted by the Railway.
2. **Claims:** Contractor shall have no claim on account of any expenditure incurred by them other than specifically agreed to in this contract. The contractor shall not be entitled for any advance on account of the work to be undertaken by them.
3. **Statutory Levies:** Any statutory levies imposed by the local, state or Central Government from time to time during the currency of the contract, shall be borne by the contractor.
4. **Currency of the Contract:** The currency of the contract will be as per LOA. The Railway reserves the right to extend the contract period, if necessary.
5. The contractor shall execute the contract as per the scope of work to the entire satisfaction of concerned Sr. DEN/Co-Ord., S.E.C. Rly, Bilaspur.
6. The contractor or his representative who has been nominated for supervision of work should be competent enough to ensure the safety of the Railway employees and Railway Material in the work premises.
7. **OTHER CHARGES:** Income tax, surcharge, cess charge, etc. as applicable from time to time will be deducted from the bills of the firm.
8. The work should be carried out in such a manner that the Railway working or out turn should not be affected and in consultation with concerned Railway representative.
9. The contractor shall furnish his contact number, fax number to the Railway and ensure that he is contactable at all working hours of the work at concerned place/depot, & Office of concerned Sr. DEN (Co-ord). S.E.C. Rly, Bilaspur and also in emergency.
10. Certification of bills: Nominated representative of concerned Sr. DEN (Co-ord) S.E.C. Rly, Bilaspur will certify the bill and prepare the measurement book.
11. **Work Conditions:**
 - i. Any damage occurred to Railway property due to the negligence of the Contractor is recoverable from the contractor.
 - ii. Any loss due to rain or floods in the yard, the Railways is not responsible and do not pay any compensation. In the case of any theft/damage to the all provided equipment's and materials, the Railway is not responsible and the contractor will not be paid any compensatory or damages to the above as stated.
 - iii. Railway is not responsible for safety of personnel employed by contractor during the period of contract.
 - iv. Contractor should have adequate mechanism, tools and skilled manpower for subject work.
12. Mobile phone should be available with contractor's supervisor for better communication at site.
13. All tools and tackles required for the work should be made available by the contractor and nothing will be given by Railways other than mentioned.

14. **Care in Submission of Tenders:**

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the work are taken into account and that the rates he enters in the tender Forms is/are adequate and all inclusive to accord with the provisions made in the Railway Board's GCC(Service)-2018 with latest correction slip up to date of contract for the completion of works to the entire satisfaction of the Engineer.
- (ii) Tenderer will examine the various provisions of The Goods and Service Tax Act, 2017(CGST)/Integrated Goods and Service tax Act, 2017(IGST)/Union Territory Goods and Service Tax Act, 2017(UTGST)/ respective state's Goods and Service Tax Act, 2017(SGST) also, as notified by central/State Govt. & as amend from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST /SGST Act, the Railway shall deduct the applicable GST from his/their bills under reserve charge mechanism (RCM) and deposit the same to the concerned authority.
- (v) When works is tendered for by a firm or company or contractors, the tender shall be signed by the individual legally authorized to tender into commitments on their behalf.
- (b) The Railways will not be bound by any power of attorney granted by the tenderer or by changes of the composition of the firm made subsequent to the execution of the contract. It may, however recognized such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

15. Duty hours and daily roaster to be maintained by contractor and will be submitted to be nominated Railway representative.

16. **Earnest Money Deposit**

16.(1)(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender.

The earnest money shall be as under:

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

16.(2) The Earnest Money shall be deposited via payment channel of E-Tendering portal in favour of PFA/ SECR/Bilaspur, payable at Bilaspur.

16(3) In case the tenderer withdraws his offer within the validity date of his offer or fail to undertake the contract after acceptance of his tender; the full earnest money shall be forfeited.

17. **Performance Guarantee**

i) The successful bidder shall have to submit a **Performance Guarantee (PG)** valuing **05%** of the contract value in four separate parts of **1.25%** each of the contract value, within **30 (thirty) days** from the date of issue of Letter of Acceptance (LOA) in the office of Sr.DEN(Co-ord)/BSP. 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.

ii) *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 05% (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 05% of the decrease in the contract value shall be returned to Tender Notice no 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*

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

iv) *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 PG, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.*

v) The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 05% of the contract value:

- a) A deposit of cash (Money receipt)
- b) Irrevocable Bank Guarantee;
- c) Government Securities including State Loan Bonds at 05% 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 05% below market value or at the face value whichever is less. Also, FDR in favour of PFA/SECR (free from any encumbrance) may be accepted.

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

- vi) 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 up to 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. 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.
- vii) 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.
- viii) 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 (Service Contract)-2018, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

Irrevocable bank guarantee in the prescribed format, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled Foreign Bank payable at Bilaspur. The bank issuing the bank guarantee must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS.

18. 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 non-performance 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.
19. 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.
 - 19.1 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.
 - 19.2 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 service -2018 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 endeavors 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 service(s) 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.

19.3 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.

19.4 Extension of Time for Delay Due to Contractor

- (a) 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 above, 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.
- (d) 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 service-2018 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 these Conditions, whether or not actual damage is caused by such default.

19.5 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. 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) Further variations will be done as per extent guidelines in GCC (Services) as well as other guidelines circulated by railway board from time to time.

20. **Mandatory updation of Labour data on Railway's Shramik kalyan portal by Contractor:**

Contractor is to abide by the provisions of Payment of wages & Minimum Wages act. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan. IndianRailways.gov.in. contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation/ process of portal shall be done as per Railway Boards letter no. 2018/CE-I/CT/4, New Delhi, dated: 17.10.2018 with latest amendment(s).

21. **Letter of credit:**

- I. For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- II. This option of taking payment through LC arrangement has to be exercised in E-Tendering portal (Indian Railway Electronic Procurement System, if the e- application on which tender are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- III. The option so exercised, shall be an integral part of the bidder's offer.
- IV. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

22. System for verification of tenderer's credentials:

- 22.1 For this tender, affidavit based system for credential verification shall be followed. 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).

22.2 The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

23. Price Variation Clause (PVC): The amount payable on account of Price variation shall be settled every quarter.

23.1 Applicability: Price Variation Clause (PVC) shall be applicable for this tender as per provisions of GCC (Service) -2018 and other guidelines issued by railway board from time to time. The price escalation shall be calculated based on the following clauses 23.1(a) and 23.1(b) and the higher of the two shall be paid.

Certificate of Financial Turnover

(To be issued by the Chartered Accountant)

It is certified that..... (Name and address of the Contractor) have received following payments in current and previous financial years.

Financial Year	2022-23	2023-24	2024-25	2025-26	Total (₹)
Payments Received (Rs)					

It is also certified that above indicated figures have been taken from the Audited Balance Sheets of the above named contractor.....(Name of Contractor).

However, in case, the audited balance sheet of previous year is not ready, certificate issued by chartered accountant on the basis of any other government approved documents like GST return/VAT statement (if applicable) will be considered for evaluation. This is as per railway board's letter no. 2016/EnHM/06/02, New Delhi, Dtd:- 18.10.2018.

(Issuing Authority)

Signature :.....

CA's Name :.....

Membership Number :.....

Firm's Name :.....

UDIN Registration Number :.....

Address :.....

Seal of CA/Firm :.....

**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 ₹..... (That is valued at 5% of the estimated bid value) 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 And M/s for participating in M/s 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]

Financial DATA

Applicant's legal name

Date

Group Member's legal name..... Page Of..... Pages

Each Applicant or member of a JV must fill in this form

S.N.	Description	Financial Data for Latest Last 03 FY & Current FY (Indian Rupees)			
		2022-23	2023-24	2024-25	2025-26
1.	Total Assets				
2.	Current Assets				
3.	Total External Liabilities				
4.	Current Liabilities				
5.	Annual Profits Before Taxes				
6.	Annual Profits After Taxes				
7.	Net Worth[= 1 - 3]				
8.	Liquidity [=2 - 4]				
9.	Return on Equity				
10.	Gross Annual turnover				

Attach copies of the audited balance sheets, including all related notes, income statements for the last four audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years.
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

Declaration of Information regarding Employment/ Partnership/Relatives employed in Gazetted Capacity etc. of Retired Railway Engineer /Manager with the tenderer

TABLE- A

Sl No.	Information Sought	Whether 'Yes' or 'No'
1	Is any retired Railway Engineer/Gazette Officer/ Relative employed in gazette capacity in any department of Indian Railway associated with the firm as detailed vide Para 2.5 Of General Conditions of Contract, (Service), 2018.	

Note: If the answer is 'Yes' above, comply the condition as per General Conditions of Contract, (Service)- 2018 with all correction slips up-to-date as per Table- 'B' below.

TABLE- B

S.N	Name	Type of Association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particulars of permission Taken for Association with the tenderer	Any other information linked with Para 2.5 of GCC (Service) - 2018

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

Signature of Tenderer (S)

Name of the Tenderer (S)

Annexure- V

Declaration of Information regarding Disqualification of Bidders w.r.t. Termination or Penalty

I..... (Name and designation) appointed as the attorney/authorized Signatory of the tenderer (including its constitutes), declare the following:

- 1) I/We have not 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) That I/we shall be disqualified from participating in the bidding for services in Bilaspur Division of South East Central Railway:
 - (i) If any previous contract of our firm or any of constituents had been terminated under clause 7.4 of GCC (Service)-2018 in Bilaspur Division of South East Central Railway, with in the previous 2 years from date of submission of bids.
 - (ii) 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 has not been imposed on our firm or constituent firm of JV.

I/We are aware that in case this declaration is found to be false, process of 'banning of business' against our firm will be initiated.

Signature of Tenderer

(S) Name of the

Tenderer (S)

Note: 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)

S. No.	Contract No. & Name of Work	Name of Employer/ Client	Name of the contractor including constituent members in case of JV/Consortium	Overall Performance w.r.t Contract provisions.
1				Satisfactory/ Unsatisfactory
2				Satisfactory/ Unsatisfactory
3				Satisfactory/ Unsatisfactory
Add required number of rows				

SAFETY PRECAUTIONS

PRECAUTIONS WHILE WORKING IN THE VICINITY OF TRACK.

1. When the work is required to be done along or near existing Railway track, the contractor shall take steps as are necessary for the safety of the track, labour working at site. He/they will also be required to program his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
2. In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagman in some locations as additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Railway bears no liability whatsoever on this account.
3. Before taking a block on running line CPM/Bar chart will be required duly signed indicating daily activities and progress without which block will not be arranged. However, Railways do not guarantee the availability of block on a particular day.
4. All modern equipment's, tools and plants including machinery's may please be arranged to save time for completing the work at the earliest to avoid bursting of block.
5. Necessary barricades will have to be provided as per CE's Circular No16, to restrict the movement of passengers for safety of users, along with table, name boards as per site conditions. No extra payment shall be allowed for these arrangements.
6. Similarly during execution including erection, the tenderer may have to encounter inconveniences/ obstacles due to O.H.E. Electrical wires & other structures. The tenderer shall note this while quoting his rates. The rates shall include extra expenditure due to inconveniences/ difficulties due to all these obstacles/ encumbrances (OHE electrical wires, other structures etc.). Nothing extra shall be paid on these accounts.
7. The speed restriction & other required boards and protection of site as required for safety of track would be arranged by the railways. No work under track should be commenced unless the Permanent Way Inspector has imposed traffic block. Work will be undertaken only in presence of railway representative.

DEPLOYMENT OF MAN-POWER FOR TRACK PROTECTION

- I. Railway's track man will be provided for protection of work site as per IRPWM, in lieu of which, contractor will have to provide equal number of male labour to the in charge PWI for various P Way maintenance works. For the man-power supplied by Railway daily log book will be maintained which will be signed by the authorized representative of railway and the contractor.
- II. In case the contractor fails to provide equal number of labours within a reasonable time a penalty of Rs.700/- per man-day shall be imposed. For supply of this man-power the contractor shall be given a notice 7 days in advance.
- III. Contractor has to arrange safety jacket and helmet of approved quality for labours while execution of work.
- IV. Contractor will have to use his own hooter for safety at work site.
- V. In case of any breach in track safety a penalty of Rs.50,000/- and cost of liquidated damages will be imposed.