



EAST CENTRAL RAILWAY

DHANBAD DIVISION

E-TENDER DOCUMENT

OF

E-Tender No. MC-02-Open-2026-27

Date of Closing: As per NIT

कार्य का नाम: धनबाद मंडल के अंतर्गत आने वाले कोचों और डिपो में रेलवे के आकार के अनुसार या आवश्यकतानुसार विभिन्न प्रकार के स्टिकर और फ्लेक्स की आपूर्ति दो वर्ष की अवधि के लिए की जाएगी।

NAME OF WORK: Supply of various types of stickers and flex as per size of railway or as per requirement in the coaches and depots under DHN division for a period of two years.

Estimated Cost of Work: Rs. 46,18,620.52

TENDERER PLEASE NOTE THAT THIS TENDER DOCUMENTS CONTAINS PAGE NO. 01 to 36

"This may be submitted intact, digitally signed (or manually) & each page of this tender document may be signed & stamped by the tenderer in token of having gone through the contents of the respective page. But, even if the tenderer is submitting his bid without submission of digitally signed & stamped complete tender document, it will be safely assumed that tenderer has gone through all the terms & conditions and is accepting all terms and conditions of tender before submitting his bid unless he is submitting any deviation separately".

SSE/C&W/DHN

ADME-II/DHN

Sr.CDO/DHN

East Central Railway
Dhanbad Division

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Notice Inviting Tender

1	Tender No.	MC-02-Open-2026-27
2.	Name of Work	Supply of various types of stickers and flex as per size of railway or as per requirement in the coaches and depots under DHN division for a period of two years.
3.	Approximate Cost of work	Rs. 46,18,620.52 (Rupees forty six lakh eighteen thousand six hundred twenty and fifty two paisa only)
4.	Tender Security Amount (Bid security Deposit)	Rs. 92,400.00 (Rupees Ninety two thousand and four hundred only). Payment for Tender Security (EMD) shall be accepted only through net banking or payment gateway through the website www.ireps.gov.in .
5.	Tender Document available	On e-tendering website www.ireps.gov.in Tender document can only be obtained after registration of tenderer on the website www.ireps.gov.in .
6.	Time Period	02 (Two) years
7.	Bid Evaluation System	Open Tender with Single Packet System
8.	Tender Closing Date & time	As per IREPS NIT online through the web portal www.ireps.gov.in only
9.	Tender Opening Date & time	As per IREPS NIT
10.	Validity of Tender	60 days from the date of opening of tender.
11.	Stipulated date of Commencement of work	Within 07 days from the date of issue of “Letter of Acceptance” or as per the instructions of Sr.CDO/DHN

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERS

1. All terms and conditions mentioned in the document should be read carefully and should comply. Non-compliance of any conditions mentioned in the document shall lead to take action by Railway as per laid down procedure in these regards and decision of tendering authority shall be final.
2. All terms and conditions will be admissible for this Work Contract as per Indian Railways Standard General Conditions of Contract April-2022 in conjunction with Advance Correction Slip no. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 updated up to date on inviting tender. Indian Railways Standard General Conditions of Contract April 2022 shall be effective in conjunction with Special Conditions for subject Contract.
3. E-tender will be opened in the office of the Divisional Railway Manager, E.C.Rly., Dhanbad (Mechanical C&W Department). If the office is closed on the stipulated date and time due to some unaccounted holiday or bandh etc. the tender will be opened on the next working day at the same time.
4. On submitting the tender, the tenderer shall be deemed to have satisfied himself with all conditions mentioned in the tender and liable to be encountered during the execution of the works.
5. The tenderer(s) must keep themselves updated through the website <https://www.ireps.gov.in/newspapers> regarding corrigendum, if any, to the Notice Inviting Tender or tender document, and the same shall be taken into account while submitting the tender.
6. **Payment of Bid Security/Bid security:** Tenderers are allowed to make payments against this tender towards Bid Security either in cash through e-payment gateway or as Bank Guarantee bond from a scheduled commercial bank of India. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.
7. A copy of Documents against Tenderer's Credentials must be submitted along with the E-tender. No documents against the same will be entertained in the office of Divisional Railway Manager, Dhanbad (Mechanical C&W Department) or anywhere else afterwards. Tender will be decided purely on the basis of documents available/attached with the E-tender, no matter whether the tenderer is a working contractor or new. However, Railway may ask for clarification with respect to documents available/attached with the E-tender, if required.
8. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
9. In case of ambiguity in rates quoted in words or figure, rate quoted in words shall be considered.
10. The following documents form part of Tender/Contract:
 - (a) Special conditions/Specifications as mentioned.
 - (b) Schedule of approximate quantities as mentioned.
 - (a) Standard General Conditions of Contract and works of Indian Railway as amended/ Corrected upto latest correction slips, copies of which can be seen in the office of Sr.Coaching depot officer, E.C. Railway, Dhanbad or obtained from website <http://www.indianrailways.gov.in/railwayboard/>.
 - (b) All general condition pertaining to this work which will be issued by the Engineer or his Representatives (from time to time) with all changes and modifications.
11. The Tenderer(s) shall quote his/their rates as per schedule of rate of tender document.
12. The Tenderer(s) shall quote his/their rates as under:
 - (a) **Advertisement Period** : Time during which all information pertaining to tender shall be available but offers cannot be submitted.
 - (b) **Offers submission period** : Fifteen (15) days prior to opening of tender, during which Tenderers can submit their offer.

Check sheet of documents/ certificate required to enclose

1.	Undertaking certifying the truthfulness of all the documents as per GeM-IREPS online certificate as per Annexure-V . The offer of the bidder shall be summarily rejected if the bidder fails to submit this Undertaking online at ireps.gov.in.	
2.	Credential: No technical and financial credential of tender value upto Rs. 50 lakhs	
3.	Annexure-V (A) shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV)/ Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid.	
4.	Bank Guarantee Bond (Bid Security) as per Annexure-VIA	
5.	First, Second and Third Sheet as per Annexure-I	
6.	Documents as per para-12 & 13 of tender form Second Sheet (POA/MOA/AOA/Partnership deed/ Declaration/ Authorization letter etc.)	
7.	Undertaking for not being debarred in any railways /Dhanbad division. (Annexure-C). The offer of the bidder shall be summarily rejected if the bidder fails to submit this Undertaking.	
8.	Undertaking regarding Employment/ Partnership etc. of Retired Railway Employees with the tenderer (Annexure-D). The offer of the bidder shall be summarily rejected if the bidder fails to submit this Undertaking.	
9.	Sample format Performance guarantee/Bank Guarantee as per Annexure-E	
10.	Acceptance/Deviation Schedule as per Annexure-F	
11.	Mandate Form. (Annexure-G)	
12.	EMD/Security deposit	
13.	Document for exemption of EMD if applicable	
14.	GSTIN registration	
15.	PAN	

Signature of Bidder/s

Date

Address.....

TENDERS FOR WORKS

1. **Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **Annexure-I** of Indian Railway Standard General Conditions of Contract, April'22. e-Tender Forms shall be issued free of cost to all tenderers.
2. **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

3. CARE IN SUBMISSION OF TENDERS

(Authority: IR standard GCC for works, April 2022.)

- 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 works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
 - ii. Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - 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 reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- b. When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- c. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 3.1 The tenderers shall submit online certificate on GEM-IREPS stating that all their statements/documents submitted along with bid are true and factual. Online Standard format of certificate to be submitted by the bidder as per **Annexure-V**. Non submission of online certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. *(Note: As per Railway board letter no. 2022/CE-I/CT/GCC Correspondence dated 14.05.2024, On IREPS Module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS).* In addition to Annexure-V, in case of other than Company/Proprietary firm, **Annexure-V (A)** shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV)/ Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. **Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid.** It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

4. Bid security/Bid security deposit as per GCC, April 2022, Advance correction slip no.11:

(1)

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

Value of the Work Bid security/Bid security Deposit (EMD)

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

Note:

- i. The Bid security shall be rounded off to the nearest Rs.100. This Bid security shall be applicable for all modes of tendering.
 - ii. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid security detailed above.
 - iii. Labour Cooperative Societies shall deposit only 50% of above Bid security deposit detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e- payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of excluding the last date for submission of bids.
 - iii. Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Bid for the ***** Project**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

5. RATES:

- (i) The rates quoted by the firm should be inclusive of all charges & taxes.
- (ii) Income Tax and other taxes will be applicable as per extant rule.

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

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

7. VARIATIONS IN EXTENT OF CONTRACT

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

- (1) **Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- (2) I. Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
 II. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
 III. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates.
 - a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - d. Variation to quantities of Minor Value Item:
 The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - i. Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - ii. Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - iii. Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - iv. In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
 - v. In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
 - vi. As far as 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).
- (3) **Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

8. SECURITY DEPOSIT:

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

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

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

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

- (2) **(i) Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:
- (a) Final Payment of the Contract as per clause 51. (1) of GCC and
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1)of GCC, in case applicable.
- (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.
- No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of this clause of GCC will be payable with interest accrued thereon.

9. **PERFORMANCE GUARANTEE**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.
- In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid security Deposit and other dues payable against that contract. In case a tenderer has not submitted Bid security Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16 (4) (h) in any of the following

forms: {Authority: GCC, April 2022, advance correction slip no.11, Dtd. 13.03.2026}

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII

Note:

In case of extension of Date of completion, selected bidder needs to submit extended Insurance surety Bond/Fresh Insurance Surety bond/Fresh Performance security, in any form as given above, before expiry of existing Insurance Surety bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any scheduled commercial bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO/E.C.Rly/HJP (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor 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 5% (Five percent) for the excess value over the original contract value shall be deposited 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 5% (Five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - i. Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii. Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii. The Contract being determined or rescinded under clause 62 of the GCC.
- (h) If a tenderer is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

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

10. Price variation clause: Not Applicable

11. Compliance of Labour Laws:

The contractor shall be liable for strict compliance of the provisions of the relevant & extant Labour laws as applicable. The contractor will ensure compliance of Contract labour (Regulation & Abolition) Act 1970/

Rule 1971, Minimum Wages Act 1948 / Rules 1950, The payment wages Act, 1936, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Child Labour (Prohibition and Regulation) Act, 1986, Workmen's Compensation Act, 1923, Apprentices Act, 1961 and all other labour laws/acts & legislations.

12. Shramik Kalyan Portal:

- i. Contractor is to abide by the provisions of various labour laws in terms of above clause and clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in' Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration / updation in Portal shall be done as under:
 - (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by the contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- ii. While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ___Month, ___Year."

13. Settlement of disputes: It shall be dealt as per para 63 & 64 of Standard General Condition of Contract Part- II' April'2022.

14. Determination of contracts: It shall be dealt as per para 61 and 62 of Standard General Condition of Contract Part- II' April'2022.

15. FORCE MAJEURE:

In the event of any unforeseen event directly interfering with the execution of works, arising during the currency of the contract, such as insurrection, restraint imposed by the government act of legislative or other authority, war, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockout or act of God, the contractor shall within a week from the commencement thereof notify the same in writing to the Railways with reasonable evidence thereof. If the force majeure condition mentioned above be in force for a period of 90 days or more at any times, the Railways shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 7 days' notice to the contractor in writing. In case of such termination no damage shall be claimed by either party against the other, save and except those, which had occurred under any other clause of the contract prior to such termination.

15A. Extension of time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of

work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17 A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than **15 Days** before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

- 15B. Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (**Proforma at Annexure-VII as per GCC**) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rates of Liquidated damage as decided by Engineer, between 0.05% to 0.30% of the contract value of the works for each week or part of the week.

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

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

NOTE:

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

ANNEXURE-VIA

Para 5 of the Instructions to Tenderers in GCC

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

The President of India,
 Acting through the Sr.CDO,
 East Central Railway,
D H A N B A D.

Beneficiary: FA&CAO/HJP/East Central Railway

Date:

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through **Sr.CDO, DRM office, East Central Railway, Dhanbad, Jharkhand-826001** (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No. _____, We have been informed that*[Insert name of the Bidder]*..... (hereinafter called "**the Bidder**") intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of *[Insert required Value of Bid Security]*, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,*[Insert Name of the Bank]*, with its Branch*[Insert Address]* having its Headquarters office at..... *[Insert Address]*, hereinafter called the **Bank**, acting through*[Insert Name and Designation of the authorised persons of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of *[Insert required Value of Bid Security]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from..... *[insert date of issue]* till *[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

**EAST CENTRAL RAILWAY
TENDER FORM (FIRST SHEET)**

Tender No. MC-02-Open-2026-27

NAME OF WORK: Supply of various types of stickers and flex as per size of railway or as per requirement in the coaches and depots under DHN division for a period of two years.

The President of India,
Acting through the Sr.CDO/DHN,
East Central Railway,
D H A N B A D.

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 (Sixty) days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid security". I/We offer to do the work for East Central Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 02 (Two) years from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract - 2022 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 with all correction slips up-to-date for the present contract.
3. A Bid security of Rs.has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid security.
5. We are a Labour Cooperative Society and our Registration No. is with.....and hence required to deposit only 50% of Bid security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

- (1) _____
- (2) _____

Signature of Tenderer(s)

Date

Address of the Tenderer(s)

Annexure—I (Cont.....)

TENDER FORM (SECOND SHEET)

1. Instructions to tenderers and conditions of tender: The following documents form part of Tender / Contract
 - (a) Tender forms - First Sheet and Second Sheet
 - (b) Special Condition/Specification (Enclosed)
 - (c) Bill(s) of quantities (Enclosed)
 - (d) Standard General Conditions of Contract 2022 and standard specifications (works and materials) of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office of Sr.Coaching depot officer, East Central Railway, Dhanbad or can be obtained from Rly. Board website.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen or obtained from the office of the Sr.Coaching depot officer, East Central Railway, Dhanbad on payment of prescribed charges.
 - (f) All General and detailed drawings pertaining to this work which will be issued by Engineer or his representatives (from time to time) with all changes and modifications.
2. Drawings for the work: - The Drawing for the work can be seen in the office of the Sr.Coaching depot officer, East Central Railway, Dhanbad at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below or at par the advertised value of work except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and/or alterations of tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
5. The works are required to be completed within a period of 02 (Two) years from the date of issue of acceptance letter.
6. **Bid security** -
 - (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of IR GCC April 2022, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to East Central Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - (c) If his tender is accepted,
 - (i) The Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen

thereto while in their possession, nor be liable to pay interest thereon.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
7. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.
10. **Eligibility criteria:**

1) Technical Eligibility Criteria:	No Technical and Financial credentials are required for tenders having value up to Rs. 50 lakhs.
2) Financial Eligibility	No Technical and Financial credentials are required for tenders having value up to Rs. 50 lakhs.

10.1 **Bid Capacity:** Not applicable as the advertised value is less than Rs 20 crore.

10.2 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

11. **Execution of Contract Documents :** The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the Sr.Coaching depot officer, East Central Railway, Dhanbad for carrying out the work according to Standard General Conditions of Contract 2022, Special Conditions/Specifications annexed to the tender and Specification (Works and Materials) of Railway as amended/corrected upto latest Correction Slips, mentioned in tender form (First Sheet).

12. **Documents to be Submitted along with Tender:**

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

II. Following documents shall be submitted by the tenderer:

a. **Sole Proprietorship Firm:**

- i. An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a

- partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- ii. All other documents in terms of explanatory notes in clause 10 of GCC.
- b. **HUF:**
- i. A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF
 - ii. All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC.
- c. **Partnership Firm**
1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
 2. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
 3. Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
 4. Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
- If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
 6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
 7. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
 8. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
 9. In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
 - (a) Joint and several liabilities:
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special

Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

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

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

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

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

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

d. **Joint Venture (JV): Not Applicable.**

e. **Company registered under Companies Act 2013:**

- i. The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- ii. A copy of Certificate of Incorporation
- iii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- iv. All other documents in terms of explanatory notes in clause 10 of GCC 2022.

f. **LLP (Limited Liability Partnership):**

- i. A copy of LLP Agreement
- ii. A copy of Certificate of Incorporation
- iii. A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- iv. An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- v. All other documents in terms of explanatory notes in clause 10 of GCC 2022.

g. **Registered Society & Registered Trust:** The tenderer shall submit:

- i. A copy of the Certificate of Registration
- ii. A copy of Memorandum of Association of Society/Trust Deed.
- iii. A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- iv. A copy of Rules & Regulations of the Society
- v. All other documents in terms of explanatory notes in clause 10 of GCC 2022.

III. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

IV. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm /

Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

- V. A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
 - VI. The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
15. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

16. Employment/Partnership, etc. of Retired Railway Employees:

(a) Should a tenderer

- i. be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,

OR

- ii. being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement,

OR

- iii. being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b)** In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service

within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

(Signature)

(Designation)

Signature of Tenderer(s)

Date _ _ _ _ _

TENDER FORM (THIRD SHEET)**TENDER SCHEDULE**

NAME OF WORK: Supply of various types of stickers and flex as per size of railway or as per requirement in the coaches and depots under DHN division for a period of two years.

Estimated cost: **Rs. 46,18,620.52** (Rupees forty six lakh eighteen thousand six hundred twenty and fifty two paise only)

SCHEDULE OF RATES AND QUANTITIES

1	2	3	4	5	6	7
S.N.	Description	Reqd. Qty.	Unit	Estimated Rate (in Rs.)	Total Cost (In Rs.)	Quoted Rate
A	Supply of Belly/panel, Destination, Indication/number sticker as per size of railway in the coaches under DHN division.					
1	Belly/Panel Board @04 per Rake per six months; Size- 48"x18"-Retro reflective Sticker	664	Nos.	501.12	332743.68	To be filled on IREPS
2	Destination Board @ 06 per coach per six months; Size- 48"x6"-Retro reflective Sticker	16568	Nos.	167.04	2767518.72	To be filled on IREPS
3	Indication /Number Plate Board @ 02 Per coach per six months; Size- 10"x10"- Retro reflective Sticker	5528	Nos.	58.00	320624.00	To be filled on IREPS
B	Supply of various type of stickers as per size of railway or as per requirement in the coaches and depots under DHN division.					
1	Bio Toilet Sticker @ 04 per coach per six months (weather proof); Size- 6"x4"-Premium Adhesive Sticker	10940	Nos.	6.55	71657.00	To be filled on IREPS
2	Rail Madad sticker @26 per coach of size 6"x8"- Premium Adhesive Sticker	50648	Nos.	12.96	656398.08	To be filled on IREPS
3	Fire extinguisher sticker @2 per coach of size 8"x12"- Premium Adhesive Sticker	5744	Nos.	25.92	148884.48	To be filled on IREPS
4	Staffs Awareness/ Machinery Awareness @150 per year (Maximum size may consider 72" x48"); Max Size- 72"x48" or as per requirement- Star canvas flex	300	Nos.	501.12	150336.00	To be filled on IREPS
5	Other Awareness Sticker @ 10 per coach per six months; Size- 6"x4"- Premium Adhesive Sticker (weather proof)	26064	Nos.	6.54	170458.56	To be filled on IREPS
	Total (inclusive of GST @18%)				46,18,620.52	

NOTE:

- The tenderer has to offer his rates in the format of e-tender module on website <https://www.ireps.gov.in> duly noting down the conditions and instructions on this page. The tenderer should not submit his offered rates on this page.
- Tenderer/s shall quote rate in % age above or below or at par over the total Advertised Value of Work, which shall be taken for comparison of rates. Anything other than the quoted % written in the Offer Form shall not be considered whatsoever.

- iii. The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.
- iv. The contractor's claim for payment will stand maintainable only up to the extent of actual work done.

Place:
Dated:

SEAL AND SIGNATURE
OF THE TENDERER

SCOPE OF WORK & OTHER TERMS & CONDITIONS

Name of Work: Supply of various types of stickers and flex as per size of railway or as per requirement in the coaches and depots under DHN division for a period of two years.

Location : Dhanbad, Gomoh, Barkakana coaching depots or any other location as per requirement.

Period : 02 (Two) years.

SCOPE OF WORK:

1. The subject contract is for supply of various type of digitally printed stickers for Destination boards, Belly (Panel) boards, Coach indication board, Bio toilet stickers, Rail madad stickers, Fire extinguisher stickers, staff awareness flex type related to safety or as per requirement by railway in the coaches and other awareness in the coaches, depots and stations under DHN division for a period of two years.
2. The contractor shall have to supply stickers and flex according to the details given by railways time to time for a period of 2 years.
3. Type of stickers, languages, content, pattern, quantity and rake(s)/coach(es) for which stickers are required would be communicated by railway from time to time. Contractor shall have to manage the work abiding by the given instructions.
4. Before bulk supplying of any type of stickers and flex as per tender condition, Samples of the printing scheme, drawing, colour and pattern shall have to get approval by Sr.CDO/DHN or his authorized representatives. If sample any correction/modification is required by the Railway then Contractor shall have to supply accordingly and manage the work abiding by the given instructions. No extra charges shall be applicable for any correction/modification.
5. The supply of various types of stickers and flex as per tender schedule at depots under Dhanbad division and on given time as decided by consignee shall be contractor's responsibility.
6. Supplied of various types of stickers for pasting on boards, coaches and Platform shall be digitally printed and laminated. Stickers should be of high quality material and should have high adhesive quality so as to ensure long life. Stickers shall be manufactured on good quality vinyl sheet of reputed make (3M or similar).
7. Supplied "Star canvas Flex" should be of high quality material and should have good aesthetic look.
8. Due to excessive exposing from UV rays, water etc., supplied Stickers and flex shall have a service life of 6 months.
9. Upon receiving intimation/schedule of demand from railway, the contractor shall have to provide the required quantity of digitally printed various types of stickers and flex as per demand within 2 days. In certain exigencies like introduction of special trains/coaches, special drive or special occasion, HQ and Railway board guidelines the contractor shall have to supply the required quantity and type of stickers and Flex in a short notice of one day.
10. The dimensions of boards and required quantity per coach are shown in the table below:

S.N	Item	Dimensions (L x H) (Inch)	Remarks
1	Destination Board	48 x 6	4 per coach in Power Cars and SLR coaches, 6 per coaches in all other type of coaches.
2	Panel (Belly) Board	48 x 18	2 per coach only in Power Cars and SLR coaches.
3	Coach Indication/Triangular Number Plate Board	10 x 10	2 per coach in all types of coaches except Power Car coaches. No Number Plates are required in Power Car coaches.
4	Bio Toilet Sticker @ 04 per coach per six months	6 x 4	Premium Adhesive Sticker (weather proof)
5	Rail Madad sticker @26 per coach	6 x 8	Premium Adhesive Sticker

6	Fire extinguisher sticker @2 per coach	8 x 12	Premium Adhesive Sticker
7	Staffs Awareness/ Machinery Awareness @150 per year (with star canvas flex; Max Size- 72 x 48 or as per requirement	Maximum size may consider (72 x48) or as per requirement	Flex which required by Railway time to time, will be intimated to the contractor.
8	Other Awareness Sticker @ 10 per coach per six months	6 x4	Premium Adhesive Sticker (weather proof)

Note: Dimensions and quantity of boards per coach shown above are tentative and as per present requirements of railway. In case of any change in policy or due to any additional requirement by railway, contractor shall satisfactorily carry out the supply according to the needs of railway during the currency of contract.

11. Daily progress of the work shall be monitored and proper records of the same shall be maintained and jointly signed by Railway and Contractor's nominated representatives.
12. The Tenderer(s) are requested to visit the site, acquaint themselves with the type and quantum of work required to be carried out the work under the contract before bidding.
13. List of Trains to be executed for Destination Board, Panel (Belly) Board, Coach Indication/Triangular Number Plate Board, Bio Toilet Sticker, Rail madad sticker, Fire extinguisher sticker, Other Awareness Sticker and Staff Awareness Machinery awareness are as follows:

SN	Train No	Rakes	Load	No. of Coach	Belly /Panel Board @ 4 per Rake	Destination Board @ 6 Per Coach	Indication Board @ 2 per Coach	Bio Toilet Sticker @ 04 per coach	Rail Madad @ 26 per coach	Fire Extinguisher @ 2 per Coach	Other Awareness sticker @ 10 per coach	Staff Awareness /Machinery Awareness @150 per year (72" x 48")
DHN	13351	6	22	120	0	720	240	480	3120	240	1200	150
	13307	4	22	80	0	480	160	320	2080	160	800	
	13329	2	22	40	0	240	80	160	1040	80	400	
	13331	5	20	90	0	540	180	360	2340	180	900	
	22388	1	20	18	0	108	36	72	468	36	180	
	13303	2	17	30	0	180	60	120	780	60	300	
	13305	1	17	15	0	90	30	60	390	30	150	
	13301	1	9	7	0	42	14	28	182	14	70	
	53324	1	5	4	0	24	8	16	104	8	40	
	53340	1	7	5	0	30	10	20	130	10	50	
	03309	1	20	18	0	108	36	72	468	36	180	
	03311	1	20	18	0	108	36	72	468	36	180	
	03379	1	22	20	0	120	40	80	520	40	200	
	03679	1	24	22	0	132	44	88	572	44	220	
	LWLRRM			27	54	108	0	27	0	54	54	
	LSLRD			23	46	92	46	69	0	46	46	
	GSLRD/GSRD			5	10	20	10	15	0	10	10	
Total					110	3142	1030	2059	12662	1084	4980	
GMO	53343	3	15	39	0	234	78	156	0	78	390	
	53347	5	15	65	0	390	130	260	0	130	650	
	GSLRD/GSRD			16	32	64	32	48	0	32	32	
Total					32	688	240	464	0	240	1072	
BRKA	53357	2	12	20	0	120	40	80	0	40	200	
	53372	4	8	24	0	144	48	96	0	48	240	
	GSLRD/GSRD			12	24	48	24	36	0	24	24	
Total					24	312	112	212	0	112	464	
Total requirement @ Per six month					166	4142	1382	2735	12662	1436	6516	150
Total requirement @ Per year					332	8284	2764	5470	25324	2872	13032	

Note:

- i. The above information (list of trains) is indicative and subject to change in part or whole based on actual

nomination and running of trains on day-to-day basis as per operational requirement of Railways. Contractor has to provide stickers and flex as required as intimated by the Railways time to time.

- ii. Besides above, any new train or existing trains, which are not covered under this contract, special trains introduced during summer/holiday rush shall be comes under this category as and when required by Railway.

14. Other conditions:

- a. The contractor shall have to supply the sticker and flex in DHN, GMO and BRKA depots or any other location as per requirement.
- b. Supplied Materials shall be as per Tender condition with required specifications and workmanship should be of highest quality. Inspection of material will be done by Sr.CDO/DHN or his authorized representative and his decision to this effect shall be final and binding on the contractor.

15. WARRANTY:

- a. Due to excessive exposing from UV rays, water etc., Vinyl Stickers and Flex supplied shall remain in good condition and shall have warranty of 6 months from the date of application of stickers.
 - b. The contractor at his own expense shall rectify/replace/repair the defects/defective materials within 48 hours of receiving intimation of defect by railway official.
 - c. No extra cost will be paid for supplying of stickers and attending the work under warranty period and/or for change/replacement of defective/damaged stickers during warranty period.
 - d. The performance guarantee shall be released only after successful completion of warranty period of last replaced spare part as per certification by consignee.
16. The contractor shall remain in liaison with SSE in charge of the depot or his nominated representative for any information regarding contract work, etc.
 17. The contractor shall indemnify the Railway against any or all claims, which may arise under Workman's Compensation Act or any other act or statute having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the contract.
 18. The Railway will not accept tender wherein conditional offer has been given by the tenderer and the offer will out rightly be rejected.
 19. All the cost incurred on material including all taxes applicable on the subject work will be borne by the contractor.
 20. Railway reserves the right to increase or decrease the quantity of work during the currency of the contract. The contractor shall have to mobilize his resources accordingly and no extra compensation shall be admissible on this account. Similarly, the execution of the work can be terminated at any point of time at the sole discretion of Railway Administration.
 21. Before submitting the tender, the tenderer will be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the works and the rates he enters in the tender forms are adequate.
 22. The contractor will have to manage all resources required to complete the work in all respects at his own cost to the satisfaction of Railway Administration. No extra claim what so ever will be entertained by the Railways for any such items which are implicitly or explicitly not included in the scope of work.
 23. Railway shall not be liable to any loss of life or injury to contractor staff and the contractor shall indemnify the Railway Administration from such losses or claims whatsoever arising out due to such losses or injury.
 24. **Commencement of work:** The contractor shall have to commence the work within 07 days from the date of issue of Letter of Acceptance (LOA).
 25. **Period of contract:** The contract shall remain valid for a period of 24 months i.e., 2 years from the date of issue of Letter of Acceptance (LOA).
 26. The advertised cost of work given in this tender is inclusive of all costs, taxes, GST and levies pertaining to the work.
 27. The rates quoted by the tenderer should be inclusive of all types of taxes, levies, GST, material cost, labour cost, transportation cost and any other cost applicable to this contract.
 28. The packing and transportation charges towards carriage of materials, equipment will be borne by the contractor himself.
 29. The contractor shall note that no compensation due to any loss of life or loss of material or any other account shall be given by the Railway Administration and contractor shall have to pay all Compensation in case of any accident, injury to the labour.
 30. Railways reserve the right to impose penalty/penalties for non-compliance of the work as specified for any undesirable activities, endangering the image of railways. In this regard decision of Railway will be final.
 31. If any compensation/penalty is to be paid by the Railway in compliance of the order/ judgment passed by the court, consumer forum or any other law-enforcing agency on default of the contractor or his person/servant/employee to the complainant, the said amount shall be liable to be paid by the contractor.

32. The contractor alone shall be responsible for payment of wages and all statutory contribution towards social security benefits to contractual staff engaged by him for this work.

33. PENALTY:

The following penalties will be levied on contractor for bad workmanship and penalty amount will be deducted from the on account bills.

S.N	Item	Amount of Penalty
1	Any delay in the supply of stickers on the part of contractor will be penalized. The contractor has to provide service as detailed in clause 4 and 9. Contractor may have to co-ordinate with concerned Railway representatives for this.	Failure to do so will attract a penalty Rs. 1000/- per incident.
2	In case of failure of Sticker or flex at the time of use it shall be supplied free of cost as per warranty terms.	A penalty as per schedule rate per sticker/flex shall be imposed if not replaced within 2 day.
3	If any leftover/unsatisfactory work or poor workmanship is noticed by the inspecting authority: Contractor shall have to carry out and correct the work and/or replace the sticker(s) if required up to the satisfaction of railway authority within the stipulated time.	If still any work is left unsatisfactory as an act of negligence or poor workmanship is found, A penalty of Rs 1000 per day for each sticker of flex subject to a maximum of 02 days beyond allowed time shall be imposed and no payment shall be made to the contractor for any such work.
4	If, upon intimation given by railway to the contractor, the contractor fails to supply the stickers under warranty within the time period as per specified under warranty clause	Penalty as per schedule rate per sticker shall be imposed from the subsequent day till the defect is rectified.
5	Railway at its sole discretion is liable to impose penalty per incident for any misconduct or contravention of contract condition on the part of contractor/contractor's staff.	Rs. 1000 per incident.
6	In case of Adverse report regarding contractor's performance by consignee or any other official of Railways	a penalty of Rs 2000/- per occasion will be imposed
7	Any damage to the sticker and flex during transportation, handling during the course of work.	Penalty shall be recovered from the contractor as per the assessment made by competent authority of Railways.

34. If any compensation/penalty is to be paid by the Railway in compliance of the order/ judgment passed by the court, consumer forum or any other law-enforcing agency on default of the contractor or his person/servant/employee to the complainant, the said amount shall be liable to be paid by the contractor.
35. Besides specific penalty as above, Contract Signing Authority/Tender accepting authority reserves the right to impose penalty/penalties for non-compliance of any other conditions of the tender, on receipt of recorded passenger complaint/s & in case any abnormalities found during inspection by Railway official/s.
36. The contractor shall be liable to be penalised for any undesirable activities, endangering the image of railways. In this regard decision of Accepting Authority will be final.
37. The Competent authority of Railway shall have the discretion to vary the quantity of items as well as to vary the items in a contract in accordance with the prevalent SOP (Schedule of Power) on works matter of East central Railways. Extension of contract period (DP) if required by the Railway shall also be done in accordance with the prevalent SOP (Schedule of Power) on works matter of East central Railways. Railway shall extend/reduce the validity of contract (DP) period as per operational requirement and the contractor shall have no objection and claim for the same.
38. Addenda and corrigenda to the 'Special/other Terms and conditions' may be issued as & when necessary and the tenderer/s shall abide by them.
- 39. PAYMENTS:**
- 39.1 The payment shall be made on Half yearly (6 months) basis.
- 39.2 Any excess/shortfall in the work actually carried out will be adjusted at the time of final on account bill.
- 39.3 The bills of the contractor for payment must accompany as under:-

- (i) A certificate of the satisfactory supply of Sticker and flex as per tender condition as issued by SSE/C&W/IC/DHN,GMO and BRKA and countersigned by concerned AME/CDO will be submitted to the office of Sr.CDO/E.C.Rly/Dhanbad.
- (ii) The quantity supplied to the Depots should be endorsed on certificate issued by SSE/C&W/IC/DHN, GMO and BRKA.
- (iii) Payment will be made on half yearly (6 months) basis for the completed work duly deducting the penalties if any.
- (iv) The work done bill should be submitted by the contractor to the office of Sr.CDO/Dhanbad in every following month duly certified by the concerned SSE(C&W)/In-charges and CDO/AME.
- (v) Necessary Income Tax and other taxes as applicable will be deducted from the contractor's bill.
- (vi) The Contractor's are required to produce documentary proof regarding payment of GST.
- (vii) **OPTION FOR TAKING PAYMENT THROUGH A LETTER OF CREDIT (LC):** (Rly Bd. Letter No 2018/CE-I/CT/9 dated 04/06/2018)
 - i. For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
 - ii. This option of taking payment through Le arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
 - iii. The option so exercised, shall be an integral part of the bidder's offer.
 - iv. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
 - v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - a. The LC shall be a sight LC
 - b. The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - c. SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - d. The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
 - e. The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his ,agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
 - f. The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
 - g. The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
 - h. The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
 - i. On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
 - j. The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.
 - k. The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - l. The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
 - m. The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally

signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

- n. Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- o. The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- p. The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

40. Period of contract:

The period of contract will be 02 (Two) years but the Railway Administration shall be entitled to terminate the contract at any time should in the opinion of Railway the cessation of work, becomes necessary owing to paucity of fund or any other cause what so ever by giving seven days' notice to the Contractor and the contractor is entitled for payment to the extent of work actually done to the Railway. Notice in writing from the Railway for such termination and reasons, therefore, shall be conclusive evidence thereof.

41. Termination of contract:

If the contractor fails or neglects or refuses to observe/performs the terms & conditions / obligations under this contract, Sr.CDO/DHN may without prejudice to any other rights terminate the contract by giving seven days' notice in writing and recover from the contractor any loss or damages suffered on account of failure, neglect, refusal, violation or breach of terms & conditions of contract. The period of contract will be 02 (Two) years but the Railway Administration shall be entitled to terminate the contract at any time should in the opinion of Railway the cessation of work, becomes necessary owing to paucity of funds or any other cause what so ever by giving seven days' notice to the Contractor and the contractor is entitled for payment to the extent of work actually done to the Railway. Notice in writing from the Railway for such termination and reasons, therefore, shall be conclusive evidence thereof.

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

FIRM'S DECLARATION

I/We, hereby confirm and declare that my/our firm/company M/s _____ (*Name of bidder/Company) is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which I/We was/am / were/are a partner/member.

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.

Note: The offer of the bidder shall be summarily rejected if the bidder fails to submit this Undertaking.

Certificate of Information regarding Employment/ Partnership etc. of Retired Railway Employees with the tenderer.

TABLE- A

Sl No.	Information Sought	Whether 'Yes' or 'No'
1	Is any retired Railway Manager/Gazetted Officer Associated with the firm as detailed vide para 16 in Part-I Annexure-I Second Sheet of G.C.C for Works, April 2022 of Ministry of Railway.	

Note: If the answer is 'Yes' above, comply the condition as per para 16 in Part-I Annexure-I Second Sheet of G.C.C for Works, April 2022 Table- 'B' below.

TABLE- B

Sl. No.	Name	Type of Association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particulars of permission taken for association with the tenderer	Any other information linked with para 16 in Part-I Annexure-I Second Sheet of G.C.C for Works, April 2022 of Ministry of Railway.

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

Signature of Bidder/s

Date

Address.....

SAMPLE FORMATE of BANK GUARANTEE BOND / PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through FA & CAO, E.C.Railway, Hajipur (herein after called "the Government") having agreed to exempt M/s. (herein after called "the said contractor(s)") from the demand, under the terms and conditions of an Agreement of contract vide acceptance letter No..... datedmade between Sr.Coaching depot officer /E.C.Railway/Dhanbad and M/s..... for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only) we, (herein after referred to as "the Bank") (indicate the name of the Bank) at the request of M/s..... (Contractors (s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.

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

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) / supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) / supplier (s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the FA & CAO/E.C.Railway/ Hajipur Office / Department) Ministry of Railways certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the We shall be discharged from all liability under this guarantee thereafter.

5. We (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or any

such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s) / Supplier (s).

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the day of 20.....

for

.....

.....

(indicate the name of Bank)

Acceptance/Deviation Schedule

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

We accept all general & special clauses as specified in the tender documents, including corrigendum, if any, except following for which deviation is specified.

[illegible]

Note: If No Deviation, then write NIL. (Please do not keep this page as blank)

Signature of the tenderer

MANDATE FORM FOR EFT/NEFT

1) PARTICULARS OF THE PARTY

- a) NAME : _____
b) ADDRESS : _____
c) PHONE NO. _____ MOBILE : _____ FAX NO. _____
d) INCOME TAX PAN NO. _____ EMAIL ID. _____

2) PARTICULARS OF BANK ACCOUNT

- a) CITY : _____
b) BANK NAME : _____
c) BRANCH : _____
d) BANK ADDRESS : _____
e) BANK TEL NO. _____ FAX NO. : _____
f) BANK MICR CODE (9 DIGIT) : _____
g) BANK IFS code : _____
h) BANK ACCOUNT NO. : _____

(Please enclose a cancelled blank cheque)

- i) ACCOUNT TYPE:(SAVINGS/CURRENT/CASHCREDIT): _____

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

Bank's Seal

Signature of the authorized official of the bank

4) DECLARATION BY THE PARTY:

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

Date _____

Signature of the Party with Stamp

*****End of Tender Document*****