

KANCHRAPARA

TENDER PAPERS
FOR

ELECTRICAL WORKS:

Open Tender No.EC_T_Lorry_OT-02_26-27

Work for Outsourcing the work for hiring of Lorry/Truck (s) of 05 MT capacity for Railway Use for Transportation of materials for POH Work along with provision of loading, unloading & proper stacking of Railway Materials & other store materials on anywhere to anywhere basis from/to various shop/sectional stores of Kanchrapara Workshop, to & from various store depots such as LLH, KPA, HLR etc. and various carshed such as HWH, SDAH, BDC, NKG, RHA, BT, SPR, BWN & ASN etc. for Shop No. 29B App-I & 29B App-II on per KM basis at Carriage Complex under Dy.CEE/W/KPA Organization through Open Tender for a Contractual Period of 02 years.



Office of Deputy Chief Electrical Engineer (W)

Eastern Railway

Kanchrapara

Eastern Railway

Office of the Deputy Chief Electrical Engineer (W),
Eastern Railway, Kanchrapara – 743145

Tender Notice No.EC_T_Lorry_OT-02_26-27

Tender No.	Name of the work	Tender assessed cost (Rs.)	Cost of tender form (Rs.)	Earnest money (Rs.)	Date and time of opening	Time of work completion including commissioning
EC_T_Lorry_OT-02_26-27	Transport Contract for hiring of Lorry/Truck (s) of 05 MT capacity for Railway Use for Transportation of materials for POH Work along with provision of loading, unloading & proper stacking of Railway Materials & other store materials on anywhere to anywhere basis from/to various shop/sectional stores of Kanchrapara Workshop, to & from various store depots such as LLH, KPA, HLR etc. and various carshed such as HWH, SDAH, BDC, NKG, RHA, BT, SPR, BWN & ASN etc. for Shop No. 29B App-I & 29B App-II on per KM basis at Carriage Complex under Dy.CEE/W/KPA Organization through Open Tender for a Contractual Period of 02 years.	1788953.60/-	----	35800/-	03.07.2026 at 15.30hrs	24months

1.0 The tender document and other details can be obtained from the website: www.ireps.gov.in. The bidding for the tender is to be submitted through e-tendering on above website. Manual offers are not allowed against this tender and **any manual offer if submitted shall not be accepted and will be summarily rejected.**

2.0 Tenders must be accompanied with the aforesaid earnest money. The earnest money as notified can be paid through e-transfer as per provision provided in the web site www.ireps.gov.in. Tenders received without the aforesaid earnest money shall be summarily rejected.

3.0 In case the tender opening day is declared a bandh or holiday due to any reason, tender shall be opened on next working day at 15.30 hrs on that day.

Tender No.EC_T_Lorry_OT-02_26-27
Eligibility Criteria

Bid Evaluation System

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

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

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

Single packet system: This method of evaluation shall be used for all service contracts having bid value up to and including Rs. 50 Lakh. This shall be based on the eligibility criteria as per clause 2.6.1.1 and 2.6.1.2 of GCC for services 2018.

Two bid system / Two packet system: This method evaluation shall be used for all service contracts having bid value exceeding Rs. 50 Lakh.

Minimum eligibility criteria

Work Experience:

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

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

** SIMILAR SERVICE AS SPECIFIED BY COMPETENT AUTHORITY

Transportation of material/components by road vehicle for Railways/Central or State Govt. Organization/ Public Sector undertaking (Central/State).

Notes: The bidder shall submit details of work executed by them in the prescribed format along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract. Agreements (having details of name of work, value, scope of work, period, staff details etc. and extension details if any) must have to be attached along with respective work experience/work completion certificates which would be submitted against 35% technical criteria. These documents should be uploaded chronologically. Offers will be treated as non-responsive due to non-attachment of respective Agreements with experience/work completion certificates.

Note: Non submission of documents in support of Work experience by the bidder shall result in summarily rejection of his/their bid.

Financial Standing:

The bidders will have qualified only if they have minimum financial capabilities as below:

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

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. 12 The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids. In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

Note: Non submission of documents in support of Financial Standing by the bidder shall result in summarily rejection of his/their bid. But Exemption will be given to the firm having valid MSME Udyam Certificate for Financial Standing.

For this Tender NoEC_T_Lorry_OT-02_26-27

All the recent documents need to be submitted

1. PAN card,
2. Tax clearance certificates [ITR forms, audited balance sheets and profit & loss statement for last three financial years regarding contractual payments],

3. Valid Tread license,
4. Non-blacklisting declaration,
5. Insolvency declaration
6. Recent bank statements
7. Partnership deeds / proprietorship declaration/MOA or AOA as applicable as per GCC April 2022 [Para 14, 15-second sheet-TENDER FORM],
8. List of proposed engagement of personnel and machineries for the tendering work - as per tender condition are mandatorily required in evidence of tenderer's capacity to carry out the work efficiently.

Mandatory documents to be submitted

1. GST registration certificate
2. Declaration regarding association of railway officers with the tenderers – Annexure - I

Eligibility of tenderers shall be decided solely on the basis of the documents submitted along with the tender offers any subsequent document whatsoever submitted in this connection would not be given any cognizance on any account.

Without such mandatory certificates and testimonials & for incomplete tender document in any form [Like non submission of credentials, required information as asked for, Principal Chief Engineer/E. Rly/ Kolkata or Chief Planning & Design Engineer/E. Rly/Kolkata or Chief Works Manager/Eastern Railway, Kanchrapara, the accepting authority of these Tenders, reserves the right to reject such Offer of the tenderer.

The tenderer shall have submitted 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 (Format in Annexure- C). Concealment/ wrong information in regard to above shall make the contract liable for determination under Clause 7.4 of the General Conditions of Contract of service 2018.

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-C. In addition to Annexure-C, in case of other than Company/Proprietary firm. Annexure -C(A) shall also be submitted by 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(s) 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.

The tenderer is advised to visit the site of work to acquaint themselves with the site conditions and expected quantum of works in their own interest.

Chief Works Manager/Kanchrapara
For on behalf of the President of India

CHECK LIST FOR TENDER No.EC_T_Lorry_OT-02_26-27

- | | | |
|----|--|----------|
| 1. | Whether signed on each page with seal. | Yes / No |
| 2. | Whether gone through the Tender paper carefully
for terms and conditions. | Yes / No |
| 3. | Whether list of machineries and plants available
With you submitted. | Yes / No |
| 4. | Whether all columns are filled up. | Yes / No |
| 5. | Whether valid GST Registration and credentials submitted. | Yes / No |
| 6. | Declaration to the effect no relative of the contractor is
Employed in the office of Dy.CEE (W)/KPA in gazetted
Capacity or no retired gazetted Rly employed is engaged
by the contractor or otherwise. | Yes / No |
| 7. | Give name, license no. and class of
License of your Supervisor | Yes/No |

EASTERN RAILWAY

KANCHRAPARA

TENDER PAPERS

Open TenderNo:EC_T_Lorry_OT-02_26-27

A. NAME OF THE WORK:

Transport Contract for hiring of Lorry/Truck (s) of 05 MT capacity for Railway Use for Transportation of materials for POH Work along with provision of loading, unloading & proper stacking of Railway Materials & other store materials on anywhere to anywhere basis from/to various shop/sectional stores of Kanchrapara Workshop, to & from various store depots such as LLH, KPA, HLR etc. and various carshed such as HWH, SDAH, BDC, NKG, RHA, BT, SPR, BWN & ASN etc. for Shop No. 29B App-I & 29B App-II on per KM basis at Carriage Complex under Dy.CEE/W/KPA Organization through Open Tender for a Contractual Period of 02 years.

B. DATE AND TIME OF SUBMISSION:

The bidding for the tender is to be submitted through e-tendering not later than 15.00hrs. Standard Time on 03.07.2026 on website: www.ireps.gov.in. Issue of 'corrigendum notice' is permitted as an exception only during Advertisement period. No corrigendum is permitted during offer submission period and cases requiring corrigendum during offer submission period shall be retendered. (Authority Railway Board's Letter No. 2015/CE-I/CT/5/1 dated-31/08/2016). Manual offers are not allowed against this tender and any manual offer if submitted shall not be accepted and will be summarily rejected.

C. DATE AND TIME OF OPENING:

Tender will be opened at 15.30 hrs. Indian Standard Time on 03.07.2026 office of Dy. Chief Electrical Engineer (W)/ E.Rly/ Kanchrapara in presence of the Tenderers or their representatives as may be present at that time.

1.0 INTRODUCTION:

- a. The tender papers are not transferable,
- b. This Tender will remain valid for a period of 60 days from the date of opening of the tender. Railway Authority can extend the validity of instant tender after 60 days if desire so. The letter of acceptance (LOA) will be issued to the successful contractor within the validity period of the tender. The Railway reserves the right either to cancel or reject any or all the tenders without assigning any reason thereof. There will be an overall binding of Indian Railways General Conditions of Contract, April-2022 whichever applicable with up-to-date correction slips, over the entire tendering process and the entire contract.
- c. A responsible representative of the contractor must be available at the site during execution of the work.
- d. The quantity lay out and system of work should be finalized by a responsible representative of the contractor along with the Sr. Section Engineer concerned prior to the work is taken on hand by the contractor to avoid any controversy.
- e. The Railway is not responsible for any loss or damage of their materials supplied at the site or installed in the building until the same are handed over to the local installation in charge.
- f. The quantities of the work as shown in the schedule are approximate. The same is liable to be increased or decreased as per requirement at the quoted rates. No compensation will be paid if the quantities are decreased or increased.
- g. The tenderers may please inspect the sites with the representative of the concerned Sr. Sec. Engineer by prior appointment before quoting their offer if desired.
- h. All the parts/materials must be deposited / handed over to the custody of SSE(IC)/Shop-29B/App-I & SSE(IC)/Shop-29B/App-II of KPAW who are the supervisors-in-charge of the work.
- i. Declaration to the effect that no relative of the contractor is employed in the concerned of Elect. W Branch/E.Rly.in gazetted capacity and that or retired Gazetted Officer has been employed by the contractor will have to be furnished by the Contractor, at the time of tendering.
- j. The firm has to purchase the materials from OEM or its authorised dealer and same should be offered to Railway Authority for acceptance. The material will be inspected by Railways authorised representative and his written acceptance is required for further progress.
- k. Tender will be summarily rejected unless requisite earnest money is paid in full.

- l. Payment: All the payments relating to this contract will be made by Dy.CAO/W/KPA or WAO (IC)/KPA whoever is posted.
- m. Authority of Payment: All the payments relating to this contract will be made by Dy.CAO/W/KPA or WAO (IC)/KPA whoever is posted.
- n. This tender is governed by General Conditions of Contract for Service 2018 issued by Railway with latest amendment and special condition of contract. The GCC for service may be available in website www.indianrailway.gov.in
- o. Tenderer/contractor has to pay the minimum wages as fixed by Government of India from time to time to his staff/labour through Bank into the bank account of each staff/labour.
- p. Each staff/labour should proper uniform/(dress), badge for identification and PPE kit for self-protection.
- q. The tenderer should state his postal address, mobile number along with E-mail fully and clearly along with tender for proper communication, if any change of the above takes place same should be communicated immediately from time to time.
- r. This tender is governed by General Condition of Contract for Services (Jan 2018) issued by Railway Board with latest amendments and Special Conditions of Contract. All the clauses of the tender document will be governed by GCC for Services-2018. If any clauses contradict the terms of GCC (Services) in such case GCC for Services-2018 will prevail. However, wherever the terms of GCC for Services-2018 contradicts the Special Conditions of Contract, Scope of Work of tender document, in such case Special Conditions of Contract (Scope of Work) will prevail. Tenderer must go through General Conditions of Contract for Services (available at www.indianrailways.gov.in) and Special Conditions of Contract, Scope of Work before quoting the rates.
- s. **Completion of daily work:** Completion period of the subject work ["Transportation of Railway Materials" along with provision of loading & unloading / Pickup & drop on and from by Lorry/Truck manually or by any means. Contractor will also be liable for stacking of transported materials at consignee nominated places in proper manner within and outside KPA Workshop"] to be completed within stipulated time / 01 day by minimum daily 05 to 06 internal Trip from the date of nomination/ written instruction of concerned SSE(IC) of Carriage Complex/KPAW. But actual Trip may vary as per POH target of KPAW. If the awarded firm does not complete the scheduled work within the specific time, penalty will be charged as per penalty clause in tender document.
- t. Completion period of the entire work is 24 months from the issue of LOA. As per GCC-2018, Clause 4.15 work should be commenced within 15 days from the date of written direction received from the competent authority.

2.0 General:

- a) The contractor shall quote a single percentage (Below/At Par/above) on the departmental rates as provided in the schedule in both figures as well words. All corrections should be attested. Rates erased or over written may be rejected.
- b) The contractor has to upload scanned copy of tender document duly filled & signed in each page along with his offer. The total value of his offer after loading the percentage as quoted by tenderer; shall also be indicated in figures as well words in the attached schedule.
- c) If the tenderer fail to observe or comply the stipulation, the amount deposited as security for the due performance of the above stipulation shall be forfeited with the Railways.
- d) In case any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5(five) years.
- e) The tenderer has to maintain a proper synchronisation with their periodical gate pass with proper police verification and Shramik Kalyan updated wages report. Transparency and synchronisation is essential for hazard free payment.
- f) Sufficient staff/labours to be deployed per day for completion of subject work (Transportation of Railway Materials along with provision of loading & unloading / Pickup & drop on and from by Lorry/Truck manually or by any means) in proper manner within and outside KPA workshop in time.
- g) If the tenderer expires after the submission of his tender or after acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a Firm expires after the submission of their tender or after the acceptance of the tender, the Railway will deem such tender as cancelled unless the firm retains its character.
- h) The security deposit for the due performance of the stipulation to keep the offer open till the date specified in the tender.

2.1 Acceptance of tender

- The authority for acceptance of this tender will rest with Indian Railways. It shall not be obligatory for the said authority to accept the lowest tender and the tenderer shall not demand any explanation for the rejection of the tender.
- The authority for acceptance of the tender does not undertake to assign reasons for declining to consider any particular tender or tenders. The accepting authority also reserves the right to accept in full or a part thereof or to reject the tender or to divide the tender amongst more than one tenderer, if deemed necessary, without assigning any reason.
- Clarifications on the tender submitted: To assist in examination, evaluation and comparison of tenders, Railways may ask the tenderer for any clarification required for such examination, evaluation or comparison. However, request for such clarification and response, thereof, shall be in writing.
- Negotiation: Railways reserve the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify specific/special conditions incorporated during submission of bids or for reduction/justification of rates. If such a negotiation with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer with original offer.

2.2 Disqualification of Bidders

Employment /Partnership etc. of Retired Railway Employees

- (a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or
- (b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or
- (c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its directors or
- (d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least one year prior to the date of submission of the Bid as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder. as the case may be, shall be rejected.

Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 2.14 of the General Conditions of Contract.

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

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

- (i) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 in that Railway division, within the previous 2 years from date of submission of bids.
- (ii) In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

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

2.3 Right of Railway to Deal with Bids

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

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

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

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

3.0 Bid (Tender) Form

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

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

4.0 Care in submission of tenders:

- Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates he enters in the Bid forms are adequate along with all labour, materials, tools, and plants etc to accord with the provisions in Clause - 4.42 of the General Conditions of Contract, Services for the delivery of services to the entire satisfaction of the Manager
- When the service is bid for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf.
- Railway shall not be bound by any power of attorney granted by the Bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

4.1 Submission of documents in support of eligibility criteria

- (i) Self Declaration (Annexure-C)
- (ii) List of Works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given (Annexure S1) (agreement copy must be submitted. Nonsubmission of agreement copy will be considered as non-responsive offer).
- (iii) List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.
- (iv) PAN (legible photocopy).
- (v) GST certificate.
- (vi) MSME / NSIC certificate, if any.
- (vii) Mandate form filled in all respects and signed.
- (viii) Acceptance deviation clause.
- (ix) Declaration/undertaking on letter head by the tenderer to pay Minimum wages, PF and ESI to the engaged labourer.
- (x) Declaration/undertaking on letter head by the tenderer to pay the wages through Bank and statement of payment to be submitted with periodical bills.

Note: In case of (iii) and (iv) above,

Supporting documents/certificates from the organizations with whom they worked/are working should be enclosed. Certificates for works executed for private individuals / organizations shall not be considered.

- i. The tenderer(s) should provide description of work, organization for which the said work has been executed, approximate value of contract at the time of award, payment received in the qualifying period, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given. Supporting documents/certificates from the organizations for which the tenderer has worked should be enclosed. The authorized signatory of the organization should sign the certificates submitted by the tenderer.
 - ii. Tenderer shall submit documents in the form of attested certificates from employer/client, audited balance sheets duly certified by Chartered Accountant, TDS certificates or annual income tax returns filed with Income Tax Department, as proof of total contract amount received during the qualifying period being at least 150% of the advertised value of the tender.
 - iii. The tenderer must establish that he follows all Labour laws and makes payment to his staff in accordance with relevant Acts through documentary evidence like registration for EPF, ESIC Code No. They must compulsorily submit the registration certificates in this regard.
 - iv. Proof of registration as MSE in case the tenderer wants to avail the benefits rendered to MSEs regarding exemption of EMD and TDC.
 - v. Declaration regarding association of the tenderer with serving/retired Gazetted Railway Officer(s)
 - vi. Acceptance/Deviation Schedule (Annexure X)
 - vii. Mandate form for EFT/NEFT
- In the absence of above documentary proof/certificates, the tender may not be considered and rejected summarily.

4.2 Joint Venture (JV) Firms in Bids

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

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

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

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

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

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

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

4.2.1.7 On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per clause 6. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

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

This Joint Venture Agreement shall have, inter-alia, following Clauses:

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

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

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

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

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

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

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

(a) Notary certified copy of the Partnership Deed,

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

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

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

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

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

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

(b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

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

5.0 Earnest Money:

The Bidder shall be required to deposit earnest money with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid. The earnest money shall be as under—

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

Note:

- The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of Bidding.
 - MSEs registered with District Industries Centers, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.
 - If a bidder submits more than one document for MSE credential and these are inclusive of Udyog Aadhar Memorandum/Udyam Registration Certificate, then only Udyam Registration Certificate will be considered for evaluation of MSE criteria.
- It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bids she will not resile from her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
 - If her Bid is accepted, this earnest money, if deposited, will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 3.7 of Part III. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
 - The Earnest Money will be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

6.0 PERFORMANCE GUARANTEE:

Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value in four separate parts of 1.25 % each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

The value of PG to be submitted by the, contractor will not change for variation up to 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% for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations up to the determination of the contract.

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

The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value –

- (a) A deposit of cash;
- (b) Irrevocable Bank Guarantee;
- (c) Government Securities including State Loan Bonds at 5% below the market value; 20
- (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (f) A Deposit in the Post Office Saving Bank;
- (g) A Deposit in the National Savings Certificates;
- (h) Twelve years National Defence Certificates;
- (i) Ten years Defence Deposits;
- (j) National Defence Bonds and
- (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA & CAO, Eastern Railway, Kolkata (free from any encumbrance) may be accepted.

Note –

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

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

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

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

The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of-

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay The President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.
- (c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

7.0 Rates for items of services:

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

8.0 Force Majeure Clause:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and works/ services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/ services have been so resumed or not shall be

final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

9.0 Illegal Gratification:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or her partner, agent or servant or, anyone on her behalf, to any officer or employee of the Railway, or to any person on her behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which she may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.

The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if she shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as she shall consider fit & sufficient and her decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work/ services rendered up to the date of rescission.

10.0 Commencement of Service:

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

11.0 Removal of Improper Materials/ Tools and Plant

The Manager or the Manager's Representative shall be entitled to order from time to time:

- (a) The removal from the site within the time specified in the order of any materials which in their opinion are not in accordance with the procedures/ specifications.

- (b) The substitution of proper and suitable materials/ tools and plants, and
- (c) In case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 2.14 of these conditions.

12.0 Suspension of Services

12.1 The Contractor shall on the order of the Manager, suspend the progress of the services or any part thereof for such time or times and in such manner as the Manager may consider necessary, and shall during such suspension, properly protect and secure the work so far as is necessary in the opinion of the Manager. If such suspension is-

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

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

12.3 Suspension Lasting More Than 3 Months:

If the progress of the services or any part thereof is suspended on the order of the Manager for more than three months at a time, the Contractor may serve a written notice on the Manager requiring permission within 15 days from the receipt thereof to proceed with the service or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the service as an omission of such 22

part or where it affects the whole of the services, as an abandonment of the contract by the Railway

13.0 Clearance of Site on Completion:

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Manager. No final payment in settlement of the accounts for the services shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected by her, and such clearance may be made by the Manager at the expense of the Contractor in the event of her failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Manager to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal, there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Manager.

14.0 Extension of Time

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses. However, care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized.

14.1.1 Extension Due to Modification

If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

14.1.2 Extension for Delay Not Due to Railways or Contractor

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

The contractor may also indicate the period for which the services are likely to be delayed and shall be bound to ask for necessary extension of time. The Manager on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in her opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

14.1.3 Extension for Delay Due to Railways

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

14.2.1 Extension of Time for Delay Due to Contractor

The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 4.1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.

For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, 39 that the total amount of liquidated damages under this condition, shall not exceed 5% In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract.

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

Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 2.14 of these Conditions, whether or not actual damage is caused by such default.

15.0 Modification to Contract to be in Writing

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no service shall proceed under such modifications until this has been done.

Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

15.1 Powers of Modification To Contract:

The Manager on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the services or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional service to be done or any services not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

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

15.2 Valuation of Variations: The variation referred to in Sub-Clause 4.3.2 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause 4.3.2 above shall be paid for at the rates determined under Clause- 4.42.1 of GCC.

16.0 Variations in Quantities During Execution of Service Contracts

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than JA Grade;

(i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA & CAO / FA & CAO(C) and approval of General Manager.

3. In cases where decrease is involved during execution of contract-

- (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
6. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
7. For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager.
8. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

17.0 Measurements

17.1 Quantities in Schedule Annexed to Contract

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

17.2 Measurement of Services/Works

(a) Measurements shall be recorded on the basis of day to day records maintained by way of check list or any other methodology provided in the Bid documents.

(b) The Contractor shall be paid for the works/services at the rates in the accepted Schedule of Rates and for extra services at rates determined under Clause 4.42.1 of GCC, Services on the 41 measurements taken by the Manager or the Manager's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items, the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Manager shall be proper having regard to the progress of work. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Manager or the Manager's representative) recorded in the official measurements book as an acknowledgement of her acceptance of the accuracy of the measurements.

(c) Failing the Contractor's attendance, the service may be measured up in her absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not she shall have signed the measurement books provided always that any objection made by her to measurement shall be duly investigated and considered in the manner set out as following:

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

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

18.0 Inspection Registers and Records:

The Contractor shall maintain accurate records, plans and charts and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineer 's representative. The Contractor 's representative will maintain the following registers at site.

- a. Site Order Register– The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.
- b. Labour Register - This register will be maintained to show daily strength of Labour in different categories employed by the Contractor.
- c. Log Book of events – All events are required to be chronologically logged in this book date and shift wise.
- d. Measurement Book-This register will be maintained to keep the monthly working status and billing mount.

19.0 Details of employees engaged by the contractor

- a) Before commencing of the work, contractor shall submit a list of his employees as would be engaged by him for this work with details of names, address, phone No., Age, marital status, election ID No. Educational qualification etc. Documents to be submitted for each contractor staff as Passport size photograph, Police verification, copy of Aadhar card, medical fitness certificate from authorized medical practitioner, copy of educational certificate. Contractor will nominate a representative/supervisor-in-charge who will maintain liaison with the Railways, nominated representative regarding activities of specified areas, liaison with Railways etc.
- b) The contractor should furnish complete details of the labour to be deployed with supervisor (s) giving the working timings as well as the rough estimate of the persons to be deployed for the activities.
- c) The contractor shall ensure due Periodical medical Checkup of each of its staff deployed for carrying out the work and medical fitness certificate to this effect shall have to be submitted to the Railways for records.
- d) Contractor should issue Identity badges to all his labour being engaged to carry out the Work, including the Supervisor. These identity badges should be so carried that Railway Security can identify them. The Identity cards should be worn by the contractor's labour on left side on the chest every time, during their presence on Railway Premises.
- e) The quality of work will be closely monitored and shall be inspected daily by Railway Authority. The contractor will not employ any unethical or unsafe practices to compromise the quality of work. Contractor or his men will not use any such means, which will affect the quality of work and may cause damage to Railway property or any harm to his staff due to such practice, for which contractor will be solely responsible. If any such incident takes place and the Contractor is found responsible, Railways will reserve the right to terminate the Contract immediately.
- f) Railway Authority shall review the contract performance periodically. Work improvement project has to be adopted by the contractor and have to notify railway.
- g) Railway representative may check the attendance register of the man deployed by contractor on daily basis to ensure proper deployment before commencement of work by contractor. The attendance shall be recorded in a register maintained by the contractor supervisory staff and the contractors' men shall have to sign on a daily basis. Such record be produced on demand by railways authorized representative. Railways representative shall witness payment of contractor's labor as per law/statute based on which payment to the contractor will be made for labor element
- h) The submission of a Tender by a tenderer shall be deemed to imply and taken as indicating that he has read, understood and abided by the conditions stated therein.
- i) Proper safety precaution of his staff has to be ensured by the contractor.

20.0 Police verification of labour employed by contractor

The contractor is required to submit Police verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. The format for the same is provided in the provided Annexure XI of GCC for services 2018.

21.0 PAYMENT TERMS:

Payment will be made by Eastern Railway, Kanchrapara Workshop as follows:

- Payment will be made by Dy.CAO/W/KPA or WAO/IC/KPA, whoever is posted.

- The payment will be made quarterly for Truck on actual traversed KM basis and for Labour (Pick up & Drop at Specified Location) on actual working day basis.
- The actual measurement should also be recorded in Measurement Book by Authorized representative of Dy.CEE/W/KPA. The original copy of Delivery Note duly certified by the Consignee and the original copy of Transport Challan (if any) should be accompanied with Bill & Measurement Book.
- Bills for the work done under this contract shall be prepared in triplicate by the contractor. Such bills duly signed and verified by the concerned SSE in properly shall be submitted to Dy.CEE(W)/KPA's office. The mode of payment is through NEFT/RTGS scheme, for this purpose Tenderer has to furnish details of Bank Account No., Name of the Bank with Branch and IFSC No. with each bill and at the time of release of EMD/PG/SD etc.
- The bill in triplicate should accompany other documents such as supplier's challan (if any), released material challan (if any), new materials challan (if any), Returnable gate pass with gate entry challan if any etc. inspected certificate of both supplied new must change and condition based changed items, transportation challan (if any), Joint Inspection certificate granted by Railways after successful completion as remarked by the Railway Authority, Proper Shramik Kalyan Wage report, bank statement of labour payment, Warranty Certificate, Indemnity Bond [if necessary], GST Registration certificate, Bank mandate form, and other relevant documents required for passing of bill must be submitted.

Income Tax and any other tax as applicable will be deducted as per latest instructions/circulars.

The tenderer has to abide by the mandatory updation as mentioned in Clause No.30.0 of this tender document. Contractor has to pay the minimum wages as fixed by Government of India from time to time to his staff/labour through bank into the bank account of each staff/labour. Income Tax and any other tax as applicable.

Firm shall have to submit the following supporting documents in 02 copies duly signed and stamped by the firm along with each bill:

- Supplied material challan (with RPF Gate Entry & duly received by consignee) if any
- Released material challan (if any)
- Declaration regarding annual turnover (with the first bill of each financial year)
- IRSK Wage Report – duly signed & stamped.
- Bank Payment receipt of labour wages.
- Last two years ITR (with the first bill of each financial year)
- Copy of GSTR-1
- NEFT Mandate Form duly signed by Bank Authority (only with first bill)
- Declaration regarding statutory requirement in engagement of contract labour.
- Declaration regarding applicability of PF & ESI (only with first bill)
- No claim certificate (for final bill).
- Guaranty/Warranty Certificate (if any)
- Payment will be made only through NEFT (National Electronic Fund Transfer)
- Payment will be made only after verification and clarification by nominated Railway official.
- All payment in respect of contract during the currency of the contract shall be made through Electronic Clearing System (ECS)/National Electronic Fund Transfer (NEFT). However, if the facility of ECS/NEFT is not available at particular location, the payment shall be made by cheque. In such case the successful tendered on award of contract will have to furnish Firm's bank account number and name of the bank against which all payments in respect of the contract during the currency of contract will be made.

"On-Account" Payments

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

22.0 Released material:

All the parts/materials must be deposited / handed over to the custody of SSE(IC)/Shop-29B/App-I & SSE(IC)/Shop-29B/App-II of KPAW who are the supervisors-in-charge of the work.

23.0 Completion period

Completion period of the subject work ["Transportation of Railway Materials" along with provision of loading & unloading / Pickup & drop on and from by Lorry/Truck manually or by any means. Contractor will also be liable for stacking of transported materials at consignee nominated places in proper manner within and outside KPA Workshop"] to be completed within stipulated time / 01 day by minimum daily 05 to 06 internal Trip from the date of nomination / written instruction of concerned SSE(IC) of Carriage Complex / KPAW. But actual Trip may vary as per POH target of KPAW. If the awarded firm does not complete the scheduled work within the specific time, penalty will be charged as per penalty clause in tender document.

24.0 Penalty:

Railway administration may at its sole discretion, impose the following penalties for unsatisfactory performance:

- i. Penalty of Rs.5000.00 (Rupees Five thousand only) per day for not given the sufficient no. of Vehicle & sufficient manpower on Time.
- ii. Penalty of Rs. 5000.00 (Rupees Five thousand only) per instance shall be imposed if any contractor's staff has been reported to be misbehaving with any Railway employee or he/she has been found intoxicated condition and that or those staff shall have to be taken off from duty immediately and replacement of those staff should be arranged by the contractor for the work.
- iii. Penalty of Rs. 5000.00 (Rupees Five thousand only) shall be imposed for any deficiency noted during inspection by Officers/Supervisors.
- iv. For any deficiency not covered above, Dy.CEE/W/KPA can impose penalty in the range of Rs. 500.00 to Rs. 50000.00 (Rupees five hundred to rupees fifty thousand only) depending upon the severity of incidence/deficiency/negligence.
- v. The Railway Administration will have the right to impose penalty of Rs.5000.00 (Rupees five thousand only) for every breach of contract or failure in supply of the vehicle & adequate number of helper for loading-unloading-proper stacking purpose. Such penalty will be at the discretion of Railway Administration. In case of failure to follow any of the conditions mentioned herein liquidated damage will be charged by Railway Administration which is considered reasonable by the Railway Administration in relation to the rates quoted by the firms. If the contract is rescinded, the SD will be forfeited and the performance guarantee shall be en-cashed and the balance work will be got done independently without risk and cost of the original contractor.
- vi. If the performance of a truck/driver/Helper is not satisfactory on a particular day a token penalty of Rs.500.00 per such days will be deducted from the running bill of contractor even if the vehicle will be available for that day. In this regard the decision of the Railway is final & binding on the contractor.
- vii. If any discrepancy noticed in Shramik Kalyan Portal against the Labours those actually worked in respect to the attendance register as well as Gate Pass issued from the Railway Authority, a lump sum Penal Amount of Rs. 2500/- only per case will be imposed upon the firm.
- viii. At the time of execution of work, all transported material shall be kept in systematic way/manner at scheduled place in every day. If any debris are gathered in premises, then it will have to be cleared and cleanliness will have to be ensured by the awarded firm in regular basis, so that the shop floor will be neat and clean. If any deviance from the aforesaid instruction may be found during inspection on daily basis, a lump sum amount of Rs. 500/- will be charged as a penalty for each instances per day from the bill of awarded firm.
- xi. The contractor should supply and ensure wearing of safety items of his Staff/labours (including helmets, safety shoes, gloves; PPEs for welding work if any should also be provided to staff) as per safety measure listed Para 33 - SPECIAL CONDITION OF CONTRACT. Any deviation in this regard will be viewed seriously in penalty of Rs.500 per employee per day will be levied.
- x. Contractor should ensure to pay the special attention during loading & unloading / Pickup & drop & stacking of transported materials to avoid any loss/damage of the Railway property. If the event of

any loss/damage to Railway Property, Cost / current market price of such damaged or loss item will be imposed as penalty per case.

- xi.** 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.
- xii.** If the work is found to be unsatisfactory / incomplete at any stage, the work shall be terminated by competent authority of Railway.

25.0 Safety Measure:

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Rly. Premises, but shall conform to the rules and regulations in force for the time being of the Rly. Administration.

The contractor shall ensure that unauthorized and inadvertent operation of installed equipment, which may result in an accident to staff and / or damage to equipment does not occur.

The contractor shall indemnify and keep the Rly. Administration indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the acts or omissions of the contractor or his staff during the execution of this contract irrespective of whether such liability arises under the worker's compensation act 1923 as modified up to date or the fatal accidents act or any other statute in force for time being.

26.0 Carriage of materials:

Forwarding orders shall be issued by the Railway for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

27.0 Labour laws and related obligations

27.1 Independent Contractor

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Railways or the Govt. of India/ State simply by virtue of work performed pursuant to this Contract.

To ensure compliance of labour laws in a service contract the bidder shall be disqualified or consideration of award of the bid if she/they have been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc. The declaration to this effect shall be furnished by the bidder as a part of his bid document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extant rules.

Indian Railways may also undertake measures, as decided by competent authority, to ensure labour welfare for contract workers, as deemed fit, such as:

- a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.
- b) Provision for recording anonymous complaints from workers, citizens etc. regarding violation of labour laws by Contractor

The Railways shall ensure that the contractor shall pay the wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor will be required to submit every month, documentary evidence in the form of Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail in Indian Railways taking up any measure to ensure the payment of wages including, but not limited to, with holding contractor's on-account bills.

27.2 Legal Obligations

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

- Contractor Labour (Regulation and Abolition) Act, 1970
 - Minimum Wages Act, 1948
 - Payment of Wages Act, 1936
 - The Workman's Compensation Act, 1923
 - Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - Employees' State Insurance Act, 1948
 - Employees' Pension Scheme, 1995
 - Factories Act, 1948
 - Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
 - Child Labour Act, 1986
 - Apprentices Act, 1961
 - Equal Remuneration Act, 1976
 - SafaiKaramcharis Act, 1993
 - Industrial Disputes Act, 1947
 - Maternity Benefit Act, 1961
 - Trade Unions Act, 1926
 - Payment of Bonus Act, 1965
 - Payment of Gratuity Act, 1972
 - Industrial Employment (Standing Orders) Act, 1946
 - Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- GCC-Services 2018, GCC of this tender

27.3. Labour Law Awareness

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

The contractor must provide a comprehensive booklet (that is approved by Indian Railways) containing all the relevant updated labour legislations, rules and other applicable provisions, to every worker at the outset of the contract in the local vernacular language. While all the laws mentioned in **Clause 27.2** are applicable to labour.

28.0 Determination of Contract Owing to Default of Contractor

If the Contractor should –

- (a) Become bankrupt or insolvent, or
- (b) Make an arrangement with or assignment in favour of her creditors, or agree to carry out the contract under a Committee of Inspection of her creditors, or
- (c) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (d) Have an execution levied on her goods or property on the services, or
- (e) Assign the contract or any part thereof otherwise than as provided in Clause 4.5 of GCC, Services. or
- (f) Abandon the contract, or
- (g) Persistently disregard the instructions of the Manager, or contravene any provisions of the contract, or
- (h) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (i) Have been imposed with maximum cumulative penalty as per Clause 4.17.1 of GCC, Services, or
- (j) Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or
- (k) Have been condemned or rejected under Clause 4.25, 4.27 and 4.28 of these Conditions, or
- (l) Fail to take steps to employ competent or additional staff and labour as required under Clause 4.26 of GCC, Services, or
- (m) Fail to afford the Manager or Manager's representative proper facilities for inspecting the services or any part thereof as required under Clause 4.29 of GCC, Services, or

(n) Promise, offer or give any bribe, commission, gift or advantage either herself or through his partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway.

(o) At any time after the Bid relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admits as one of its partners or employees under it, or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever, any retired officer of the Gazetted rank or any other retired Gazetted officer working before her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such officer, unless such officer has obtained permission from the President of India or any officer duly authorised by her in this behalf, to become a partner or a director or to take employment under the contract as the case may be, or

(p) Fail to give at the time of submitting the said bid:

(i) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said Bid, or

(ii) The correct information as to such officers obtaining permission to take employment under the Contractor, or

(iii) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or

(iv) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or

(v) Being such a retired officer suppress and not disclose at the time of submitting the said Bid the fact of her being such a retired officer or make at the time of submitting the said Bid a wrong statement in relation to her obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor. Then and in any of the said clause, the manager on behalf of the Railway may serve the Contractor with notices stipulated in the Annexure of GCC for services 2018.

28.1 Performance Notice

(a) In the event of the above and in any of the said clauses, the Manager on behalf of the Railway may serve the Contractor with a Performance notice in writing to the effect to make good the default as well as initiation of bidding process for the balance service.

(b) Railways reserve the right to float a new tender and invite bids for the delivery of services to replace the contractor put on notice from the date on which this notice is served. The existing contractor shall not be allowed to participate in any bid which includes delivery of balance services of subject contract. However, in case the existing contractor's performance has improved to the satisfaction of the Manager, then Railways may terminate the bid proceedings, at any stage of the bid process.

(c) Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after the termination of the subject contract.

(d) After the issue of this notice, the performance of contractor shall be assessed on a weekly basis by the manager. Manager, if satisfied with the improvement in the performance of contractor, may issue a letter of revocation of the performance notice. If the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 28.2.

28.2 Seven Days' Notice

After delivery of the performance notice to the contractor, if she does not proceed to make good her default and carry on the services or comply with such directions as aforesaid, to the entire satisfaction of the Manager, the Railway shall be entitled to serve 7 days' notice as per **Annexure XIV of GCC services 2018**, further in writing to either commence the service or improve quality of services to the prescribed standard. The failure to do so shall entail a termination notice being served under the hand of the Manager, to rescind the contract as a whole or in part or parts (as may be specified in such notice).

28.3 Termination Notice

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

28.4 Right of Railway After Rescission of Contract Owing to Default of Contractor:

In the event of any or several of the courses, referred to in clause 28.3,

The Contractor shall have no claim to compensation for any loss sustained by her by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the delivery of the services wherever applicable or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for the services wherever applicable thereto actually performed under the contract unless and until the Manager shall have certified the performance of such services wherever applicable and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

The Manager or the Manager's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the services wherever applicable or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the services wherever applicable or any part thereof until the completion of the services without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof

The Manager shall as soon as may be practicable after removal of the Contractor fix and determine *ex parte* or by or after reference to the parties or after such investigation or enquiries as she may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the services then actually done by her under the contract and what was the value of any unused, or partially used materials, any tools and plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Manager should be released expeditiously.

29.0 Settlement of disputes -Indian railway arbitration rules

29.1 Matters Finally Determined by the Railways

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

29.2 Demand for Arbitration

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

29.2.1. (a) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

(b) The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver, in writing, after dispute having arisen between them of these conditions.

29.2.2(a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

(b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

If the contractor(s) does/do not prefer her/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, She/they will be deemed to have waived her/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

29.3 Obligation During Pendency Of Arbitration

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

29.4 Appointment of Arbitrator

29.4.1. Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off.

(a) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.

(b) In cases not covered by the Clause 29.4.1(a), the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

29.4.2 Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off : The Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

29.4.3 (a) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates her/their office/offices or is/are unable or unwilling to perform his

functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in her/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

(C) Qualification of Arbitrator(s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, three years after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years. (i) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. (ii) While appointing arbitrator(s) under Sub- Clause 8.4.1 (a), 8.4.1 (b) and 8.4.2 above, due care shall be taken that she/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of her/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of her/their duties expressed views on all or any of the matters under dispute.

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

29.4.4 In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

29.4.5 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

29.4.6 (a) The cost of arbitration shall be borne by the respective parties. The cost shall inter alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the prescribed format after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter. 27

(b) (i) Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time. (ii) Arbitrator tribunal shall be entitled to 50% extra fee if Award is decided within six months.

29.4.7 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

30.0 Special conditions of contract for mandatory updation of labour data on railway's shramik kalyan portal by contractor:

Contractor is to abide by the provisions of Payment of wages act & Minimum wages act in terms of clause 6.5 and 6.6 of Indian Railways General Condition of Contract for services. 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 of Portal shall be done as under: 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 on the portal within 7 days of receipt of such request.

- i) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - ii) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreements on Shramik kalyan 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 contractor within 7 days of receipt of such request.
 - iii) 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 Shramik Kalyan portal on monthly basis.
 - iv) 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 wage period. Salient details., details of LOA, engaged workmen, wage payments details/ESI details, bonus details etc. in the said portal before submission of bills to Railways for payment.
- B.** 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 wages period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' "till..... Month,.....Year."

31.0 Indemnity bond:

If the contractor is intending to take any Railway Material outside Railway premises, it will be obligatory on the part of contractor to execute and indemnity bond on non-judicial stamp paper of Rs. 50/- at his own cost for the present cost of that/those materials after depreciation.

32.0 Log book of events

All traversed Kilometres& involved labours working daysare required to be chronologically logged in this book date and shift-wise.The contractor shall maintain accurate records, plans and chart showing the dates and progress of all main operation and the Engineer shall have access to this information at all time.

33.0 Special condition of contract:

i. Deployment of Qualified supervisor at Work Sites by the Contractor:

Skilled supervisor with good knowledge to be provided by firm for execution of subject work. Firm must submit proper certificates of engaged drivers/staff/labours to nodal supervisor before commencement of work.

ii. Carrying, loading & unloading and stacking of materials:

The contractor must arrange adequate nos. of vehicles (5 MT capacity Truck/Lorry), driversand helpers for material carrying and loading unloading purpose for the above subject work and list of the driver & helpers with names and copies of licenses must be submitted at the time of tender. Non submission of driver licenses copy will treated as invalid and bid must be summarily rejected.

iii. Save the Railway Materials:

Contractor will be liable for providing tarpaulin to save the Railway Materials from Rain water during transportation.

iv. Tools and machinery:

Hand tools, power tools, machinery, fixture, clamps, and attachments whatever are required for executing the above subject work is to be provided by the contractor. Heavy material handling has

to be executed by the Contractor at his own cost. Only necessary assistance of EOT Crane, floor space, water for cleaning, electricity and compressed air will be provided by Railway. No accommodation & Garage facilities will be provided by the Railway to the driver, Helper & for the truck. Contractor has to make his own arrangements for these facilities.

v. Availability of vehicle at site with fuel:

The truck shall be available to the Railway with fuel, engine oil, Gear oil etc. normally on all days of week irrespective of holidays. However, occasionally the duty hrs. and timings may vary as per requirement of Railway and Contractor shall not have any claim over that. Duty hrs. shall start from the workshop duty time driver with vehicle reported to Supervisor in charge and will end at the time when the driver of vehicle is discharged off by the Supervisor in charge. Driver would have to be provided for 24 hrs. The truck will be stationed at any station/place as per directions of Railway authority.

vi. Safety measure:

The contractor's staff shall always wear PPE kit for their personal safety during working period. Contractor will be liable for providing PPE i.e safety helmet, gloves, safety shoes etc. for the manpower who will be deployed by the contractor against this contract.

vii. Registration of Vehicle agencies:

The Tenderer must be registered under any State or Central Motor Vehicle agencies to perform the tendered work. As a proof of its validity the tenderer must attach a copy of the certificate issued by the certifying agency. The certificate must be valid on the date of opening of tender.

viii. Sufficient manpower:

Contractor must deploy sufficient number of Driver & Helpers for daily basis & for entire period of contract with the approval of officer concern. Any interim alteration of deployed manpower is not permissible. If the interim alteration of deployed manpower is absolutely essential/inevitable, in that case prior permission of the concerned Railway officer must be taken.

ix. Valid driving license and insurance:

The driver should have a valid driving license and the truck should be insured against accident etc. as per rules and statutory obligations. In case of any accident or mishap resulting in loss of damage to property or life, the sole responsibility for any legal or financial implication shall rest with the contractor. The contractor shall not act as a Broker for hiring vehicles from other firm/agency.

x. Special condition for gate entry passes:

Firm have to submit a list of staffs and supervisors to be engaged by him indicating the name, father's name, sex, age, address of the staff and recent passport size photograph for formal approval of gate passes before commencement of the subject work. It is also advised to apply for issue of gate entry pass for staffs and materials prior to commencement of work along with self-attested photocopy of aadhar card, PAN card and the police verification of engaged staffs through the online portal digitalpolice.gov.in must be submitted by Tenderer before commencement of work.

Bid Evaluation – Technical Criteria (Sample)

The following criteria are merely indicative and provided for illustrative purposes only.

SI	Weightage	Technical Criteria	Documentation	Scoring
	26.66%	<p>Previous Work Done The bidder shall submit documents related to completed/on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage Penalties imposed therein, to classify the completed/on-going similar service contracts in the following categories: 1) Payment received more than or equal to 80% or 50% or 40% of the current advertised bid value and percentage penalties imposed therein</p>	<p>Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/on-going similar service contracts with satisfactory performance.</p>	<p>Scoring Method; For each completed/on-going similar service contracts with satisfactory performance shall be as under: (a) 100 Marks if the bidder has completed or received payment as under: 1 project > 80%, or 2 projects >50% or 3 or more projects > 40% of the advertised value (b) 50 Marks if the bidder has completed or received payment as under: 1 project > 50% or 2 projects > 40% of the advertised value (c) 20 Marks if the bidder has completed or received payment as under: 1 project > 40% value completed No marks if all projects < 40% value completed. Deduction for <u>Percentage</u> penalty imposed in the respective completed / on-going similar service contracts; The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% shall not be considered for calculation of scores for this purpose.</p>
	46.67%	<p>Turnover (in last three and current Financial Year) (Less than 1.5 times the value of work is not eligible)</p>	<p>A per audited balance sheet certified by the CA.</p>	<p>(a) 100 marks - More than 25 times advertised value of work (b) 80 marks - 10 - 25 times advertised value of work (c) 60 marks- 5 – 10 times advertised value of work (d) 40 marks- 1.5 – 5 times advertised value of work</p>
	26.66%	<p>Number of years in operations (Firms having less than 1 year of experience are not eligible)</p>	<p>Company establishment certificate and company's work order copy / agreement copy / completion certificate etc as proof of operation. Years shall be counted from the date of agreement of the work</p>	<p>(a) 100 marks- More than 8 years (b) 80 marks - 5- 8 years (c) 60 marks - 2-5 years (d) 40 marks- 1-2 years</p>

Annexure-A/I
Bid Form
EASTERN RAILWAY

TENDER NO:EC_T_Lorry_OT-02_26-27

NAME OF THE WORK:Transport Contract for hiring of Lorry/Truck (s) of 05 MT capacity for Railway Use for Transportation of materials for POH Work along with provision of loading, unloading & proper stacking of Railway Materials & other store materials on anywhere to anywhere basis from/to various shop/sectional stores of Kanchrapara Workshop, to & from various store depots such as LLH, KPA, HLR etc. and various carshed such as HWH, SDAH, BDC, NKG, RHA, BT, SPR, BWN & ASN etc. for Shop No. 29B App-I & 29B App-II on per KM basis at Carriage Complex under Dy.CEE/W/KPA Organization through Open Tender for a Contractual Period of 02 years.

To
The President of India,
Acting through
Dy.CEE/W/KPA
Eastern Railway, Kanchrapara
PIN 743145

1. I/We _____ have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I / We will be liable for forfeiture of my/our full Earnest Money. I / We offer to do the work of Transport Contract for hiring of Lorry/Truck (s) of 05 MT capacity for Railway Use for Transportation of materials for POH Work along with provision of loading, unloading & proper stacking of Railway Materials & other store materials on anywhere to anywhere basis from/to various shop/sectional stores of Kanchrapara Workshop, to & from various store depots such as LLH, KPA, HLR etc. and various carshed such as HWH, SDAH, BDC, NKG, RHA, BT, SPR, BWN & ASN etc. for Shop No. 29B App-I & 29B App-II on per KM basis at Carriage Complex under Dy.CEE/W/KPA Organization through Open Tender for a Contractual Period of 02 years.
2. I / We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed SpecialConditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of Rs. _____ is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our bid is accepted an if,
 - a) I / We do not execute the contract documents within (7) seven days after receipt of notice issued by the Railway that such documents are ready.
 - b) I / We do not commence the work within (15) fifteen days after receipt of orders to that effect.
4. I/We am/are a Micro and Small Enterprise registered from (body approved by Ministry of MSME) with registration No.....and terminal validity up to for similar service contracts.
5. Until a formal agreement is prepared and executed acceptance of this tender shall constitute binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my / our offer for this work/service.

Signature of Bidder/(s)
Date.....
Address.....

BID FORM

1. Instructions to bidder and Conditions of bid: The following documents form part of bid / contract:

- (a) Bid forms — First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office of or obtained from the office of the Chief Manager..... Railway on payment of prescribed charges.
- (e) Schedule of Rates as amended / corrected up to latest Correction Slips, copies of which can be seen in the office of or obtained from the office of the Chief Manager, Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.

2. The Bidder(s) shall quote her / their rates as individual or a percentage above or below the Schedule of Rates of Railway as applicable to Division except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.

3. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her / them.

4. The works are required to be completed within a period of _____ months from the date of issue of acceptance letter.

5. Earnest Money:

a. The bid must be accompanied by earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.

b. The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

c. If the bid is accepted, the amount of Earnest Money, if deposited, will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 3.7 for the due and faithful fulfillment of the contract. If I/We withdraws the bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or fails to sign the same within stipulated period mentioned in tender documents the bidder shall be banned from submission of bids in any Works / Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform.

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

55

6. Rights of the Railway to Deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand neither any explanation for the cause of rejection of her /their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

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

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

10. For e- bidding: Relevant guidelines should be followed.

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

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

13. Partnership Deeds, Power of Attorney Etc.: The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

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

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

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

a. Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.

b. Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign measurement Books, receive payment,

56

make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

c. Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC

d. Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and ACA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

e. Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

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

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

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

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

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

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

Signature
Signature of Bidder(s) Designation
.....Railway

ANNEXURE-B

CONTRACT AGREEMENT OF SE SERVICES

_____ RAILWAY

CONTRACT AGREEMENT NO DATED _____

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

WHEREAS the Contractor _____ has agreed with the Railway for performance of the services _____ set forth in schedule hereto annexed upon the General Conditions of Contracts corrected up to the latest correction slips here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

Now this INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the ____ day of _____ 20____ and will maintain the said works for a period of _____

_____ Calendar months from the certified date of the completion and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rate specified in the Bill(s) of Quantities hereto annexed.

(Signature).....
Contractor.....
Address _____
Date _____

Signature.....
Railway..(Designation)..
(For President of India)
Address _____
Date _____

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

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs 100. The stamp paper has to be in the name of the tenderer)

I..... (Name and designation) ** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (herein after called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of(-----

-- Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of up to two years. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We 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) Place:

Dated:

SEAL AND SIGNATURE OF THE TENDERER

ANNEXURE-C(A)

Reference -Para 6.1 of ITT

(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:

ANNEXURE- D

Form of Declaration for non-violation of any labour laws

Tender No. :

I/We_____ do declare that I/we have not been levied with a penalty for violation of any labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

I/We hereby declare that if declaration to this effect furnished as a part of this bid is found to be false, I/We understand that process for banning of business 'against me/us shall be initiated as per extent rules.

Seal of the Contractor Signature of the Contractor with date

EACH BIDDER OR EACH MEMBER OF A JV MUST FILL IN THIS FORM SEPARATELY:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)
Name of CA: Registration No:

(Seal)

Annexure-F
EASTERN RAILWAY

Tender No.EC_T_Lorry_OT-02_26-27

Name of the work: Hiring of Lorry/Truck of 05 MT capacity Lorry/Truck(s) for Railway Use for Transportation of materials for POH Work along with provision of loading, unloading & proper stacking of Railway Materials & other store materials on anywhere to anywhere basis from/to various shop/sectional stores of Kanchrapara Workshop , to & from various store depots such as LLH, KPA, HLR etc and various carshed such as HWH, SDAH, BDC, NKG, RHA, BT , SPR, BWN & ASN etc for Shop No. 29B App-I & 29B App-II on per KM basis at Carriage Complex under Dy.CEE/W/KPA Organization through Open Tender for a Contractual Period of 02 years.

Rate Schedule & Item Description

Sl. no.	Description of works	Unit	Total KM to be traversed during 02 years (Approx.)	Unit Rate (Rs.) per Kilometer incl. GST @ 5%.	Total cost (Rs.) incl. GST for 02 years.
01	Supply & Running of vehicle(s) for Transportation of Railway Materials on anywhere to anywhere basis for collection/distribution of Railway materials from/to various store/depot/shop store/divisional shed/workshop on per KM basis through Truck/Lorry. Detail Scope of Work with term & condition is attached at Annexure-G.	Per KM	14900	61	908900.00
Sl. no.	Description of works	Unit	Total working Days to be covered during 02 years	Unit Rate (Rs.) per Working Day incl. GST @ 18%.	Total cost (Rs.) incl. GST for 02 years.
02	Labour charges for loading, unloading & proper stacking of Railway Materials. Detail Scope of Work with term & condition is attached at Annexure-G.	Per Working Day	596	1476.60	880053.60
GRAND TOTAL INCL. GST FOR 02 YEARS					1788953.60

(Rupees Seventeen Lakh Eighty Eight Thousand Nine Hundred Fifty Three and Sixty Paise only incl.GST).

Total given as per departmental rates including GST given above: Rs.

Tenderer offer in percentage (Below/At Par/above) in figures: -----

Tenderer offer in percentage (Below/At Par/above) in words: -----

Total cost including GST for "the tendering work is Rs. 1788953.60/- (Rupees Seventeen Lac Eighty Eight Thousand Nine Hundred Fifty Three and Sixty Paise only incl. GST).

After loading the percentage above: Rs ----- (in figures) & Rs -----
----- (in words)

Annexure -G

DETAIL SCOPE OF WORK

- 1)** Contractor/Successful Bidder will be liable for uninterrupted supply and running of 05MT Capacity sufficient number of vehicles for the use of Shop No. 29B APP-I & 29B App-II on per KM basis under Dy.CEE/W/KPA Organization for transportation of "Railway Materials" along with provision of loading & unloading of Railway Materials on and from Lorry/Truck manually or by any means. Contractor will also be liable for loading, unloading & stacking of transported materials at consignee nominated places in proper manner.(Rate will include the cost of Fuel, Engine Oil, Gear Oil, maintenance, insurance, registration, license fees, permit, PUC certificate, all taxes, repair of vehicle, driver, staff's salary etc. complete in all respect.)
- 2)** In this Scope of Work, the term "Railway Materials" stands for different types of parts/apparatus of EMU/MEMU/DEMU MCs and Tower Cars, store related materials etc.
- 3)** If any Railway materials lost or damages during transportation due to bad handling in this case the contractor will be liable to compensate for the loss.
- 4)** These 05 MT Capacity Lorry(s) will be used for transportation of Railway Materials generally within different shops of Loco & Carriage Complex , collection , loading, unloading & proper stacking of store materials to & from Halisahar& Kanchrapara Stores. On exigency, the Lorry may be used for collection & deposition of Railway Materials from various other Railway Units/ Division Sheds/Workshop/Store Depots.
- 5)** Service provider may have to depute one or more trucks simultaneously to transport the material from different / same locations or at same places to transport the material to one or more destinations, as and when demanded by Railways.
- 6)** The overall dimension of the trucks supplied shall be in accordance with the requirement of Railways. The Railway administration may demand closed in lieu of open truck as per requirement. No additional payment will be made for closed truck and payment will be made at the rates quoted in the schedule for open truck.
- 7)** In the event of non-completion of loading / unloading activity, the contractor shall be bound to keep the trucks/trailers available in the workshop/depot/shed as required by Railway Administration till the loading/unloading is completed. No extra charges will be paid.
- 8)** Trucks should be of sound condition, duly registered with transportation authorities and with requisite pollution certification etc. The truck supplied shall be in accordance with the norms and standards set by the Central and State Govt. from time to time. They shall be suitably equipped for safe transport of Railway material to the satisfaction of Railway administration and shall carry and transport all Railway material of whatsoever kind and description and deliver them in the manner set out by Railway.
- 9)** The necessary security / safety arrangement for the transportation of material will be done by the service provider. All the arrangements (good quality of tarpaulins and fixing ropes etc) must be provided by the service provider to cover and protect the Railway material from bad weather / Rain.
- 10)** The Firm should have offered for adequate nos. Open body LCV material carrying vehicle (Cap-05 MT) on Contractual basis with proper documents for transportation of Railway Materials for a period of 02 years. The cost includes all the cost to be incurred by the Agency for supply of Vehicles, including Driver, maintenance, fuel, Engine Oil, Gear Oil, registration, repair, driver's salary, unskilled staff salary etc. and any other incidental expenses, if any. No other payments on any account will be admissible to the Agency.
- 11)** It should be ensured that hired lorry/truck must be available for movement on all working days from 8.00 hrs.to 17.30 hrs.to perform as much as possible daily internal trip i.e. minimum 5 to 6 trip (Pickup & drop to specified location) per vehicle within and outside KPA Workshop.
- 12)** Lorry can not be changed during the currency of the contract. In case the change is absolutely inevitable, in that case another lorry not more than 03 years old and BS-VI/latest compliant shall be supplied with the prior permission of the Competent Railway Authority.
- 13)** Any interim alteration of deployed manpower is not permissible. If the interim alteration of deployed manpower is absolutely essential/inevitable, in that case prior permission of the concerned Railway Supervisor must be taken.
- 14)** Contractor will be liable for providing tarpaulin to save the Railway Materials from Rain water during transportation.

- 15)** Contractor will be liable for providing PPE i.e safety helmet, gloves, safety shoes etc. for the manpower who will be deployed by the contractor against this contract.
- 16)** The contractor is expected to provide best quality of trucks (Bharat Stage VI Certified or latest compliant) and efficient Drivers for best quality of service. The Vehicles offered shall not be more than three years old.
- 17)** The scope includes payment of all statutory liabilities for the trucks, the driver(s) & helper(s) by the contractor, for which the Railways will make no extra payment.
- 18)** The Tenderer must be registered under any State or Central Motor Vehicle agencies to perform the tendered work. As a proof of its validity the tenderer must attach a copy of the certificate issued by the certifying agency. The certificate must be valid on the date of opening of tender
- 19)** The truck shall be available to the Railway with fuel, engine oil, Gear oil etc. normally on all days of week irrespective of holidays. However, occasionally the duty hrs. and timings may vary as per requirement of Railway and Contractor shall not have any claim over that. Duty hrs. shall start from the workshop duty time driver with vehicle reported to Railway Supervisor and will end at the time when the driver of vehicle is discharged off by the Supervisor in charge and travelled from start of duty to end of duty will only be paid as per logbook. Driver would have to be provided for 24 hrs. The truck will be stationed at any station/place as per directions of Railway authority. Logbook to be certified by Railway Supervisor on daily basis & must be produced when inspected by Officer in charge.
- 20)** No accommodation & Garage facilities will be provided by the Railway to the driver , Helper & for the truck. Contractor has to make his own arrangements for these facilities.
- 21)** The contractor shall be completely responsible for safe running of truck. The Railway will not be responsible for any loss, damage, repairs, maintenance or accident of the truck or driver or Helper.
- 22)** In case of any accident, total responsibility lies with contractor and his driver and his staff/representative. Railway will not bear any responsibilities.
- 23)** Description of the truck,vehicle i.e. (a) Make, (b) Registration Numbers, (c) Driver's name and License Number, (d) Copy of Road Tax, Clearance token, (e) Fitness certificate, (f) Reference of Blue book to be submitted by the Tenderer before making of Agreement.
- 24)** The driver should have a valid driving license and the truck should be insured against accident etc as per rules and statutory obligations. In case of any accident or mishap resulting in loss of damage to property or life, the sole responsibility for any legal or financial implication shall rest with the contractor. The Vehicle must be registered in the name of Tenderer.
- 25)** The entire cost of railway material lost by the contractor or of damages sustained by such railway property, while in the contractor's custody or any amount otherwise recoverable from the contractor bill be liable to be recovered from the contractor bill /security deposit. For this purpose amount as assessed by the Dy.CEE/W/KPAW on behalf of Railway Administration shall be final and binding on the contractor.
- 26)** The contractor shall engage those persons who have been medically examined by the authorized medical attendant and their character should be verified by the police or by Gazetted Officer. In case any of the workers of the contractor found in undesirable activities, resulting in any loss to Railway any kind or cash, penal action will be taken against contractor.
- 27) DURATION OF WORK:** The Work is required to be continued up to a period of 24 months from the date of issuance of LOA. Duration of Contract may be further expanded or reduced on mutual consent.
- 28) PAYMENT CONDITIONS:** Total Kilometer to be traversed during the contract period may vary from the estimation. So, The payment will be made on KM basis (On actual Kilometer distance covered from starting point to final destination) for Truck. Payment will be made by Dy.CAO/KPA through RTGS/NEFT against " On Account" Bill, passed by Dy.CEE/W/KPA but once in three months/Quarterly. Payment will be made on per KM basis based on actual distance covered. The actual measurement should also be recorded in Measurement Book by Authorized representative of Dy.CEE/W/KPA. The original copy of Delivery Note duly certified by the Consignee and the original copy of Transport Challan (if any) should be accompanied with Bill & Measurement Book.
- 29) INSPECTION & SUPERVISION OF WORK:** The whole works are to be done under the inspection and supervision of Officers of Dy.CEE/W/KPA Organization and In-charge store supervisors and Shop In-charge under the control of Dy.CEE/W/KPA Organization.

- 30) PLACEMENT OF VEHICLE AND LOADING –UNLOADING OF RAILWAY MATERIALS:** Contractor will arrange to place the material carrying vehicles (Cap-5 MT) on 24 x 7 daily basis at Workshop work location as per telephonic instruction or written instruction by representative of Dy.CEE/W/KPA.
- 31) INSURANCE OF RAILWAY MATEERIALS:** As per Para(2) of Rly. Board Letter No. 2004/RS(G)/779/9 dtd. 24.10.2007, Transit Risk will be on Contractor Account. The Contractor will arrange to make insurance of Railway materials, value of which will be calculated by the concerned Railway Authority based on BAVR by open policy with a Govt. Insurance Company in the name of “ Dy. Chief Electrical Engineer/Works/Kanchrapara”, Eastern Railway covering all Risk, Riots, Strike, Terrorism, Earthquake, Flood, Fire risk, lightning, Breakage of Bridge, collision, overturning of carrying vehicles, theft, pilferage etc.
- 32) INDEMNITY:** The contractor shall at all times indemnify the Railway Administration against all claims, which may arise due to accident or otherwise or due to the break of the terms and conditions mentioned herein and/owing to any sort of act of commission on the part of the contract, during the currency of the contract.
- 33)** The capacity of the truck should have 05 ton for transport of Railway Materials, Store Items etc.
- 34)** The driver should always carry his identity card, driving license etc., contractor will keep one set of driver for entire period of contract with approval of Supervisor concern. If at all it becomes necessary to change the driver of truck, prior approval of Railway Supervisor will be taken. Otherwise a token penalty of Rs 500.00 may be imposed on if deemed necessary by the Railway Authority.
- 35)** Log Book of daily movement of each vehicle to be maintained by the drivers & certified by Railway Supervisor on Daily Basis.
- 36)** The vehicle shall move as per the direction of Railway Supervisor-in-Charge as per requirement.
- 37)** In case un-authorized/illegal materials are found in the vehicle, the responsibility shall solely rest with the contractor for the same.
- 38)** If the performance of a truck/driver/Helper is not satisfactory on a particular day a token penalty of Rs.1000.00 per such days will be deducted from the running bill of contractor even if the vehicle will be available for that day. In this regards the decision of the Railway is final & binding on the contractor.
- 39)** The successful tenderer will supply experienced driver & helper as required for proper driving of vehicle, with valid commercial driving license, which should older than at least 2 years.
- 40)** Railway administration will not be responsible for any loss, damage, repairing. Renewal, refilling fuel, servicing, insurance coverage of the vehicle & any sickness, injury or death of the driver in the vehicle during its utilization by Railway administration for any reasons.
- 41)** The vehicles may be required by Railway for 24 hours / out station movement including night halts. The contractor will arrange relief driver/helper within the quoted rate including all expenses towards night halts etc. No. extra payment will be admissible on this account.
- 42)** The breakdown vehicle will be repaired within shortest possible time. If the repair is likely to take more time, the contractor will provide replacement vehicle within quoted rate.
- 43)** All the papers of the vehicle should be updated & no unwanted situation should arise during travel.
- 44)** The Contractor shall specifically indicate the Service Accounting Code(SAC) to ensure correct application of GST with Input Tax Credit (ITC) while submitting the bills for payment. ITC, if applicable shall be passed on to Railway.
- 45) PENALTY:** Railway administration may at its sole discretion, impose the following penalties for unsatisfactory performance:
- i. Penalty of Rs.5000.00 (Rupees Five thousand only) per day for not given the sufficient number of Vehicle & sufficient manpower on Time.
 - ii. Penalty of Rs. 5000.00(Rupees Five thousand only) per instance shall be imposed if any contractor's staff has been reported to be misbehaving with any Railway employee or he/she has been found intoxicated condition and that or those staff shall have to be taken off from duty immediately and replacement of those staff should be arrange by the contractor for the work.
 - iii. Penalty of Rs. 5000.00 (Rupees Five thousand only) shall be imposed for any deficiency noted during inspection by Officers/Supervisors.

iv. For any deficiency not covered above, Dy.CEE/W/KPA can impose penalty in the range of Rs. 500.00 to Rs. 50000.00 (Rupees five hundred to rupees fifty thousand only) depending upon the severity of incidence/deficiency/negligence.

v. The Railway Administration will have the right to impose penalty of Rs.5000.00 (Rupees Five thousand only) for every breach of contract or failure in supply of the vehicle. Such penalty will be at the discretion of Railway Administration. In case of failure to follow any of the conditions mentioned herein liquidated damage will be charged by Railway Administration which is considered reasonable by the Railway Administration in relation to the rates quoted by the firms. If the contract is rescinded, the SD will be forfeited and the performance guarantee shall be en-cashed and the balance work will be got done independently without risk and cost of the original contractor.

46) STANDARD GOVERNING CONDITION: The contractor shall be governed by latest version (along with all correctional slips) of Indian Railways Standard General Conditions of Contract and other terms & conditions incorporated in the Tender Documents.

Eastern Railway Workshop, Kanchrapara
Electrical Department

I/We hereby solemnly declare that I/We visited the sites of work personally and have made myself/ourselves fully conversant of the conditions therein.

I/We have quoted my/our rate for various items in tender schedule taking into account all the above factors also.

Signature and stamp of the Tenderer

Declaration regarding association of railway officers with the tenderer

S n	Name of officer	Relation of The officer With the Tenderer	Designation and place of posting of the officer while working on railways	Date of Retirement Of the officer	Particulars of the Permission taken for Association with the Tenderer	Has all necessary Certificates Enclosed
1	2	3	4	5	6	7

List of similar nature of works completed in last three financial years and current year

Sl. No	Description of work	Name of the organization for whom executed and Contract	Contract agreement no. and date of Award	Approx. value of contract (Rs.)		Date of Commencement		Date of Finish		Period of completion (in year, months and days)		Main feature of the work	Remarks
				Agreement value (Rs.)	Final value (Rs.)	Scheduled	Actual	Scheduled	Actual	Scheduled	Actual		

Signature of the Tenderer
with Date and stamp

-:END OF TENDER DOCUMENT:-