

# **SOUTH EASTERN RAILWAY**

## **KHARAGPUR DIVISION**

**MECHANICAL DEPARTMENT**  
**COACHING DEPOT, SANTRAGACHI**

### **TENDER DETAILS**



**Name of the work:** "Transportation of Bogies on trucks from Santragachi and Padmapukur coaching depot (sickline) to Production Shop, Kharagpur Workshop and vice-versa," for a period of 03 years.

**Tender value:** ₹ 3,60,01,969.92 (Rs. Three crore sixty lakh one thousand nine hundred sixty-nine and ninety-two paise only) (Including GST)

**Tender document cost:** ₹ 10,000/- (Rs. Ten thousand only)

**EMD:** ₹ 3,30,000/- (Rs. Three lakh thirty thousand only)

**Offer validity:** 60 days.

**Contract type:** Service

**System of tendering:** Two packet system

Issued by

**Sr. Coaching Depot Officer**  
Coaching Depot, Santragachi  
South Eastern Railway, Santragachi  
*For and on behalf of President of India*

## **BID NOTICE**

### **Tender Notice No: C-SRC-BOGIE-2-Dt-120626**

Sr CDO/Santragachi, South Eastern Railway, for and on behalf of the President of India, invites open e-Bid (two packet system) in prescribed form from experienced and reputed contractor(s) for the following work as per details mentioned below:

Srl no	Name of Work	Transportation of Bogies on trucks from Santragachi and Padmapukur coaching depot (sickline) to Production Shop, Kharagpur Workshop and vice-versa," for a period of 03 years.
1	Type of Bid	Open e-Bid (Two Packet System)
2	Cost of e-Bid Document	₹ 10,000/-
3	Estimated Cost of Work in Rupees	₹ 3,60,01,969.92 ( Rupees Three crore sixty lakh one thousand nine hundred sixty-nine and ninety-two paise.(Including GST)
4	Earnest Money Deposit in Rupees	₹ 3,30,000 (Rupees Three Lakh Thirty Thousand only)
5	Contract Period	03(three) years.
6	Time and Date for Closure for submission of e-Bid Document	At 11:00 Hrs. on 08.07.2026
7	Validity of Offer from the Date of Bid Opening	60 Days (sixty Days)

### **NOTE**

- i. The Bid notice & Bid documents will be available on official web site [www.ireps.gov.in](http://www.ireps.gov.in). The same can be used as Bid document for submitting the Bid / offer.
- ii. Bid forms are non-transferable and offers duly filled & signed should be submitted in the time & date of the Bid opening.
- iii. Bidder shall be required to deposit Bid Fee & Earnest Money by net banking or payment gateway in acceptable form as prescribed in the Bid document. Bid not accompanied with valid Bid Fee & Earnest Money shall be summarily rejected.
- iv. Bidder(s) may satisfy themselves before submission of his/their offer(s) regarding his/their financial status, previous experience and ability to execute work including by seeing actual site and locality of the work and may be required to submit/demonstrate evidence.

## **GENERAL INSTRUCTIONS TO TENDERERS**

- Opening of e-tender: The e-tender will be opened online on the IREPS portal anytime after the tender closing date and time. Railways reserve the right to open the tender any time after the time of closing of tender.
- The tenderer(s) must keep themselves updated through the website [www.ireps.gov.in](http://www.ireps.gov.in) and newspapers regarding corrigenda, if any, to the Notice Inviting Tender or tender document, which shall be uploaded on the same website and also published in the newspapers. It is the responsibility of the tenderer to check any correction or any modification published subsequently on the website and the same shall be taken into account while submitting the tender.
- **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. PART-I to PART-VIII of the tender document will be governed by GCC for Services-2018. Any terms of Part-I to Part-VIII contradicts the terms of GCC (Services), in such case GCC for services-2018, with correction slips, will prevail. However wherever the terms of GCC for Services-2018 contradicts the Special Conditions of Contract of tender document, in such case Special Conditions of Contract will prevail. Tenderer must go through General Conditions of Contract for services (available at [www.indianrailways.gov.in](http://www.indianrailways.gov.in)) and Special Conditions of Contract before quoting the rates.**
- These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from internet / website.

## **PART-I**

### **1.0 Eligibility Criteria**

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

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

Similar service contract means *“Transportation of wheels or heavy industrial materials or bogies in truck or trailer for Railways /PSU/Other Govt./Semi Govt. Agencies”*

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

**Notes:**

The bidder shall submit details of work executed by them in the prescribed format **Annexure-C** 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.

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

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

**NOTE : The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference.”(Authority letter no. : CE/G/Arb& Cont. Mgt./Tender Circular/Pt.1/317 dated 11.03.2025 issued by CE/works).**

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

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

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

**Note:**

(i) *The bidder shall submit details of satisfying Financial standing by them in the prescribed format **Annexure-D** along with bid for the service contracts to be considered for qualification of Financial standing criteria.*

(ii) *Sample format of Bank Reference Certificate is available vide **Annexure-E**.*

**1.3 Evaluation of Technical Bid**

**1.3.1 Bidder's Credentials:**

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

***The system of assigning score shall be as per Annexure A of the Bid document. Bidders who's score shall be 60 or above (as per Annexure A) shall be qualified for consideration of their financial bids. Bidders who do not meet the minimum qualifying score of 60 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender.***

1.3.1.2 Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested as above.

1.3.1.3 The bidders shall submit an Truthfulness as per **Annexure F** to the effect that all the documents submitted by her along with her bid are true. This shall be mandatory in all bids. **The bid shall be summarily rejected if the bidder fails to submit this truthfulness/undertaking along with the bid.**

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

(a) The bidder / each partner /member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (bid) shall also be summarily rejected.

(b) If the contract has already been awarded, or Letter of Acceptance (LOA) has been issued and in the event of any failure to comply with the above, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial /full payments otherwise due to the contractor, in respect of the partial / full work executed by the contractor, shall be forfeited by the Railways.

(c) Other punitive actions, like banning the bidder and partners / members of the bidding firm for future dealings with Indian Railways and / or the Government of India may also be taken by the Railway / Govt. of India authorities.

### **1.3.2 Evaluation of Financial Bid**

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

In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause 2.6.3) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

## **1.4 Application for Registration for Approved List of Vendors**

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

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

(a) her position as an independent contractor specifying the organization available with details of Partners / Staff employed with qualifications and experience;

(b) her capacity to undertake and carry out services satisfactorily as vouched for by a responsible official or firm, with details about the transport equipment, tools and plants etc., required for the work maintained by her;

(c) her previous experience of services rendered similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(f) her financial position;

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

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

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

## **1.5 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.

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

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

1.5.3 If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails 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.

## 2.0 Other requirements

a) 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-F**. In addition to Annexure-F, in case of other than Company/ Proprietorship firm, **Annexure-G** shall also be submitted by each member of a partnership firm/ 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 summary 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.

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

c) In case of any wrong information submitted by the 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.

## 3.0 Qualification Criteria

**NOTE: Eligible Applicant- Joint Venture (JV) are not allowed to participate in this tender**

## 4.0 Disqualification Of Bidders:

### 4.1. Employment /Partnership etc. of Retired Railway Employees

- a. Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or
- b. Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or
- c. Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or
- d. Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then

the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least **one** year prior to the date of submission of the Bid as to whether permission for taking such contract, or

if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.

Bids without the information above referred to or a statement 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.

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

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

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

- a. If any previous contract of the bidder or any of its constituents had been terminated under clause "default of contractor" in that Railway division, within the previous 2 years from date of submission of bids.
- b. 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 number 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. 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.

**5. System of Bidding:** Two packet system of Bidding shall be adopted for this work. On due date of opening, only Technical Bid will be opened for scrutiny to ascertain the suitability of Bidders for the work. However, Financial Bid of only those Bidders will be opened who qualify in Technical Bid. Earnest Money Deposits of Bidders who do not qualify as per contents of Technical Bid shall be returned to them after finalization of bidding process.

#### **6. Earnest Money:-**

6.1 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:

	Value of the work (Tender Value)	EMD
(I.)	For works/services estimated to cost up to Rs.1 Crore	2% of the estimated cost of the work
(ii)	For works/services estimated to cost more than Rs.1 Crore	Rs.2 Lakhs plus ½ % (half percent) of the excess of 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.100. This earnest money shall be applicable for all modes of Bidding.
- MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.

6.2 It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

6.3 If her Bid is accepted, this earnest money mentioned in sub clause 1.1 above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of this General Conditions of Contract for service-2018. 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.

6.4 The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

#### **7.0 Performance Guarantee (PG):**

**7.1** 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 contractual 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 upto the date of submission of

PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA).

In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

**7.2** 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% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 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.

**7.3** 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.

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

**7.5** 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;
- (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 South Eastern Railway, Garden reach, Kolkata (free from any encumbrance) may also be accepted.

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

**7.6** The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid 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 Postponed to cover such extended time for completion and maintenance period, if any of service plus 60 days.

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



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

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

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.

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

**8.** 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 tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

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

**10.** If the tenderer(s) expires after the submission of his/their tender or after the acceptance of his/their 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 their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character legally acceptable.

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

**12.** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through Divisional Railway Manager/Senior Divisional Mechanical Engineer of S.E. Railway, Santragachi to carry out the work according to the General conditions of contract for Service-2018.

In the event of any tenderer whose tender is accepted shall refuse to execute the contract document as here-in-before provided, the Railway may determine that tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of earnest money and to recover the damages for such default.

Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provision in Clause-4.42 of the General condition of Contract for Service- 2018, the completion of works to the entire satisfaction of the Engineer. When work is tender for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

**13.** The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequently in 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 tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he 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 tenderer or by the 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.

**15.** The tenderer 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 he/they be partner(s) of the firm or any other person specifically authorizing him/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 or arbitration.

**16.** The tenderer can physically see the work site for their satisfaction and proper idea of the work.

**17.** It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**18.** Tender documents in which Tenderer (S) submits Tender shall become the property of the Railway and the Railway shall have no obligation to return the same to the Tenderer(s).

**19. Variations in Quantities during Execution of Service Contracts:-**

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
  - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
  - (i) Quantities operated in excess of 125% but 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 I 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 upto 125% of the original agreement value may be accepted by General Manager.
8. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

- 20.** The Railway reserves the right without assigning any reason whatsoever to.
- (a) Accept to cancel any tender in respect of the whole or any portion of work specified in the tender papers.
  - (b) To subdivide the quantum of tendered work among different tenderers.
  - (c) To accept any tender for less than the tendered quantity. (d) To reduce/ alter the quantum of work.

**21. Care in submission of Bids:**

21.1 Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates she enters in the Bid forms are adequate and all-inclusive to accord with the provisions in **Clause - 4.42** of the General Conditions of Contract for Service-2018 to delivery of services to the entire satisfaction of the Manager.

21.2 When the service is bided 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.

21.3 Railway shall not be bound by any power of attorney granted by the Bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

**22. Special Condition:**

- 22.1 The tenderer shall quote their rate by taking into account all the statutory duties/GST/taxes/cess/royalty etc. applicable to the work up to the date of opening of tender.
- 22.2 Any new impost or revision in the duties/GST/taxes/cess/during the original currency of the contract will be to the Railway's account subject to production of Govt. notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railways account.
- 22.3 However, if the extension of the contract period is on account of failure of contractor no compensation shall be made towards upward revision or imposition of any new taxes.
- 22.4 Any benefit on account of downward revision of duty/GST/taxes/cess either in original contract period or during the extended contract shall be passed on by the contractor to the Railways.
- 22.5 The contractor should get the measurement recorded in MB within 7 days to effective date of new impost or revision in the duties/taxes/cess to segregate the work done before change and after change. In the event of failure to do so, Railway's decision shall be final and conclusive.

**CHECKLIST**

Srl No	Documents to be submitted by the tenderer along with their bid	Check & confirm Of having uploaded these documents along with Bid (Yes/No)
1	Earnest Money (to be paid online only)(if applicable)	
2	MSME/NSIC certificate. (if applicable)	

3	Copy of partnership deed with copy of registration certificate/article of association with copy of in corporation certificate/Joint venture deed	
4	Declaration as per Annexure G. <b>(This is mandatory)</b>	
5	Power Of Attorney (POA), if partnership firm.	
6	Audited Balance sheet and Profit & Loss account for the last three financial years and current year with details of Chartered Accountant'. <b>NOTE: The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference."</b> (Authority letter no.: CE/G/Arb& Cont. Mgt./Tender Circular/Pt.1/317 dated 11.03.2025 issued by CE/works)	
7	Certificate from bank for financial liquidity (for T2) to be uploaded as per format. (Annexure E).	
8	Copy of Permanent Account Number (PAN) Card.	
9	Copy of GST Registration Certificate	
10	Truthfulness certificate as per format given in the bid. (Annexure F)	
11	Certificate for engagement of retired employee. (Annexure D)	
12	EPFO challans of last 4 four quarters (required for score sheet)	
13	Oldest work done by tenderer (required for score sheet)	
14	Copy of LOA, PO or Agreement of oldest work done	
15	Bank Details (Account No., Bank Name, MICR No, RTGS No, (Annexure-P) XIX)	

**Note:**

- Bidders to ensure that all the above documents as applicable are submitted

**Part II: BID FORM**

**INSTRUCTIONS / REGULATIONS FOR BIDS AND CONTRACTS**

**Important Note**

All clauses as detailed in **General Conditions of Contract for services-2018** (or latest) as amended with latest correction slips (issued from time to time) as on the date of issue of NIT shall be applicable in this contract.

Apart from the above, Special conditions, applicable in the contract are contained in this Bid document.

## 2. Meaning of Terms

2.1 These Regulations for Bids and contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or supersession by special conditions of contract and / or special specifications, as annexed to the Bid form.

2.2 **Definition:-** In these Regulations for Bids and Contracts, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the South Eastern Railway authorized to deal with any matters which these presents are concerned on his behalf.
- b) "General Manager" shall mean the Officer in charge of the general Superintendence and control of the Zonal Railway and shall also include the General Manager (construction) and shall mean and include their successors, of the successor Railway.
- c) "Chief Mechanical Engineer" shall mean the Officer in charge of the Mechanical Department of South Eastern Railway and shall mean and include their successors of the successor Railway.
- d) "Divisional Railway Manager" shall mean the Officer in charge of a Division of the South Eastern Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- e) "Engineer" shall mean the Senior Divisional Mechanical Engineer or Senior Coaching Depot Officer or Coaching Depot Officer or Divisional Mechanical Engineer or Assistant Coaching Depot Officer or Asst. Divisional Mechanical Engineer and shall mean and include the Engineers of the successor Railway.
- f) "Manager" shall mean the Divisional officers or equivalent officers of the user department i.e. Mechanical/Commercial/operation/safety/finance/health/engineering including S&T and electrical of both open line and construction department including production units etc. in executive charge of the works and shall include superior officers of the same department and shall mean & include the successors of successors railway.
- g) "Engineers representative" shall mean the Senior Section Engineer (Carriage & Wagon) of the depot.
- h) The "Railway Administration" shall mean Indian Railways, South Eastern Railway acting through Chief Mechanical Engineer, South Eastern Railway, Santragachi on behalf of the President of India.
- i) The "Inspecting officer" / "Inspector" shall mean the official, firm or department nominated by the "Railway Administration" to inspect the work on his behalf and the deputies of the inspecting officer so nominated.
- j) The "Contractor" means the person, firm or company on whom the order for the execution of the work is placed and shall be deemed to include the contractors' successors (approved by the "Railway Administration"), representative heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
- k) "Bidder" shall mean the Person / the Firm / Co-operative or Company whether incorporated or not or JV who Bids for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- l) "Open Bid" shall mean the Bids invited in an open and public manner and with adequate notice.
- m) "Contract" shall mean and include the Agreement of Work Order, the accepted Schedule of Rates for items of work quantified or not quantified, the General Conditions of Contract, the Special Conditions of Contract if any, the specifications, pertaining to this work issued by Railways and Bid Forms, if any.
- n) "Works" shall mean the details of work as enunciated in the "Scope of Work" in this Bid document,
- o) "Services" means any subject matter of procurement other than goods or works, except those
- p) incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by procuring entity but does not include appointment of an individual made under the law, rules, regulations or order issued in this behalf.
- q) "Specifications" shall mean the standard specifications for materials and services of Railways as specified by Railway, under the authority of ministry of Railways or the Chief Mechanical Engineer or as amplified, added to or suppressed by special specifications if any, appended to the Bid form.
- r) "Schedule of Rates of the Railway (SOR)" shall means the schedule of Rates issued under the competent authority from time to time
- s) "GCC" shall mean Indian Railways Standard General Conditions of Contract for services- 2018 along with upto date correction slips except where specific terms and conditions are stipulated.
- t) "Equipment" shall mean the material/part/component proposed to be used during the contract (the required material will not be provided by the "Railway Administration") according to the specifications of the mechanized system in the Bid Document. It shall also include spare parts for the purpose, which will not be provided by the "Railway Administration".
- u) 'Coaching Depot' and 'Coach Care Centre' are synonymous.
- v) 'SSE' means Senior Section Engineer.
- w) 'Tonne' shall mean the unit of weight equal to 1000 Kilograms.
- x) 'Minimum Wages' shall mean applicable wages to the category of staff employed including variable DA (As notified by the State Government or Central Government, whichever is higher).

### **2.3 Title and the Work**

"Transportation of Bogies on trucks from Santragachi and Padmapukur coaching depot (sickline) to Production Shop, Kharagpur Workshop and vice-versa," for a period of 03 years.

### **2.4 Singular and Plural**

Words importing the singular number shall also include plural and vice versa where the context requires.

### **2.5 Law governing the Contract**

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

### **2.6 Compliance to regulations and bye-laws**

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

### **2.7 Communication to be in writing**

All notices, communication, reference and complaints made by the Railway or the Manager or the Manager's representative or the contractor interest concerning the works/Services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

### **2.8 Regulating the Contract**

In case of any contradiction between the General and Special Conditions of Contract concerning Specifications of work/ services other conditions as annexed to this Bid document, the latter shall prevail.

### **2.9 Expression of Currency**

The expression of the currency of transaction shall be in Indian Rupees.

### **2.10 Expression of Time**

The expression of time shall be in the Indian Standard Time.

### **2.11 Bid (Tender) for Works/Services**

#### **2.11.1 Bid (Tender) Form**

Bid forms embody the contents of the contract documents either directly or by reference. Bid Forms shall be issued on payment of the prescribed fees 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 recognized by Department of Industrial Policy & Promotion shall be supplied such Bid Documents free of Cost on confirmation (Photocopy/Xerox Copy) of their evidence to this effect.

#### **2.11.2 Omissions and Discrepancies**

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

#### **2.11.3 Execution of Contract Document:**

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

### **2.12 Submission of Offers**

- A. All offers shall be written neatly without correction and over writings.  
Any individual(s) signing the Bid or other documents connected therewith shall specify whether he is signing.
  - i. As sole proprietor of the concern.
  - ii. As a partner or partners of the firm.
  - iii. As a Director, Manager or Secretary of a Limited company duly authorized by a resolution passed by the Board of Director's or in pursuance of the authority conferred by memorandum of association.
- a. All prices and other information like document sets having a bearing on the price shall be written both in figures and words in the prescribed offer form and duly signed and stamped.

- b. Bidders shall submit their offers made as per the General Conditions of Contract in force on South Eastern Railway as amended from time to time as well as these Special conditions of contract and Specifications for the work.
- c. In case of any deviation from the requirement of Bid specifications, Instructions to Bid or General & Special Conditions of Contract, and other conditions as annexed to this Bid document, the same should be brought out by the Bidder.
- d. All pages of the Bid document, enclosed serially, should be duly filled in by the Bidder wherever applicable and submitted along with the Bid duly signed and stamped on each page.
- e. The Bidder should avoid ambiguity in his offer e.g. his offer is to his standard sizes/lengths/dimensions. He should specifically state them in details without any ambiguity. Brief descriptions such as "Standard lengths" etc. should be avoided in the offer.

#### **2.13 Effect and validity of offer**

- i. The offer shall be kept valid for a minimum period of 60 days from the date of opening of Bid, within which the Bidder will not be entitled to rescind or withdraw his offer. Not with standing this, if the Bidder rescinds his offer within the period stipulated above, the earnest money deposited by him along with the Bid shall be liable for forfeiture and in that case the Bidder shall have no further claim on the
  - ii. amount deposited by him as earnest money.
- iii. The submission of any offer connected with the specifications and documents shall constitute an Agreement that the Bidder shall have no cause of action or claim against the "Railways" for rejection of his offer. The "Railways" shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the "Railways".
- iv. Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the Bidder. If necessary, the "Railways" will obtain clarification on the offers by requesting for such information from any or the entire Bidder, in writing as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.

#### **2.14 Acceptance of Bid**

- i. The "Railways" may reject any Bid without assigning any reason whatsoever and may not accept the lowest or any Bid.
- ii. Acceptance of Bid will be communicated by a formal acceptance letter (by registered post /online) of the Bid directly to the successful bidder, which may be deemed to conclude the contract.

#### **2.15 Execution of Agreement:**

Successful Bidder(s) shall have to deposit Performance Guarantee and following which execute Agreement in the standard form within 07 (seven) days of the date of receipt of the intimation to that effect. If the Bidder(s) fails or refuses to enter into such agreement after having been informed in writing, the "Railways" shall be entitled to forfeit the earnest money as well as the Performance Guarantee.

2.15.1 He shall submit a declaration while signing the Agreement that all the employees engaged by him shall be his liability and Railway shall have no onus for them.

### **Part III: SPECIAL CONDITIONS OF CONTRACT**

#### **3.1 The SCC and the GCC**

These Special Conditions of Contract (SCC) (along with Specifications of work and other conditions as contained in this tender document) shall be read together with the terms and conditions incorporated in this Tender Document and the General Conditions of Contract (GCC) for Services of Railways. In case of any conflict between the provisions of the SCC (along with Specifications of work and other conditions as contained in this tender document) hereof and that of the GCC for Services, the importance of the former shall prevail over the later.

#### **3.2 Legal Charges**

The requisite legal fees as in force at the time of verification of legal document like partnership deed or power of attorney executed before or after the execution of the contract shall be recovered from the contractor for obtaining legal Advice of the Law Officer.

#### **3.3 Alterations**

The "Railways" may require such alteration to be made on the work, during its progress, as deemed necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alterations shall not be carried out until accepted by the "Railways". Should the contractor proceed to carry out such alterations without obtaining the consent inwriting of the "Railways" to an amended price, he shall be deemed to have agreed to execute the contract at a price as may be considered reasonable by the Railways or without any extra price if considered reasonable by the Railways.

### 3.4 Progress Report

The contractor shall submit monthly progress reports as to the progress of the contract and in such form as may called for by the Railways or his nominee. The submission and acceptance of these reports shall not prejudice the right of the Railways in any manner.

### 3.5 Inspection of Registers and Records

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

- i) 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.
- ii) Labour Registers: This register will be maintained to show daily strength of Labour in different categories employed by the Contractor, EPF, ESIC & Min. Wages etc.
- iii) Log Book of events/Breakdown: All events are required to be chronologically logged in this book date and shift wise.
- iv) Any other record/register as deemed fit by Railways.

### 3.6 Working Hours

Permission shall be accorded for carrying out the work round the clock as per requirement. However, the contractor shall follow the "Hours of Employment Regulation Rules" in respect of staff deployed by him in execution of the work.

**3.7 Contract Labour working in Railway premises (All Acts, rules related to labour)** Special condition for Railway Works for the labour of Railway Contractor.

- (i) Railway shall not provide any travel facilities/travel concession to the contractor, his staff and his labour, either by road, rail or any other means.
- (ii) Railway shall not provide any accommodation facilities to the contractor, his staff and his labour. It shall be the responsibility of the contractor to arrange accommodation for his staff and labour.

### 3.8 Welfare Measures

It shall be the responsibility of the contractor to provide all related welfare measures to its staff/labour and Railway shall not provide any such facility. If under any circumstances, Railway is entrusted with responsibility of ensuring any welfare measures for the staff of the contractor, the expenses towards that measure shall be deducted from contractor's bill and Railway's decision shall be final and binding on the contractor in this regard. At the end of the contract the infrastructural facilities within Railway premises for labour welfare purposes shall be considered as a part and parcel of the Coaching depot for handing over purposes.

### 3.9 First-Aid

Provision of First Aid facility shall be provided and maintained by the contractor during all working hours. The first aid box shall be equipped with prescribed contents at the working place. First aid boxes shall be provided and maintained so as to be readily assessable during all working hours at the rate of not less than 1 box for 150 contract labour or part thereof ordinarily employed.

### 3.10 Trespass

The contractor shall at all times be responsible for any damage or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorized by the Engineer.

### 3.11 Safety Rules

1. Personal safety equipments are to be provided to staff/labors engaged by the contractor for different works.
2. Railway Administration shall cross-check the safety rules being followed by the contractor. The contractor shall obey the advice of Railway Authorities in the event of notice of any lapses in adopting proper safety procedure.
3. The safety provisions provided by the contractor at every stage of work should be brought to the notice of all concerned & displayed on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor.
4. To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by Labour Officer/Engineer-in-charge of the Department or their representative.
5. The contractor shall remain fully responsible for ensuring safety and in case of any accident shall bear cost of all damages to equipment and mend and also damages to Railway and its passengers.
6. Engineer-in-charge or his nominated representative may impose any other safety condition necessary for a particular work or site and that shall be binding on the contractor.

### 3.12 Evaluation of Bids: As per Annexure-A

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



In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause 2.6.1.3 of GCC Service 2018) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

### **3.13 Force Closure of Contract:-**

During the course of contract, if the administration feels that it is not necessary to continue the contract due to administrative reasons, the contract stands for closed with immediate effect without assigning any reasons.

### **3.14 Environmental Requirements**

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Indian Railways environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

### **3.15 Special Condition of Contract for mandatory up-dation of Labour data on Railway's shramikkalyan portal by Contractor (Authority Railway Board letter No.2018/CE-I/CT/4, Dt.17.10.2018)**

A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updating of Portal shall be done as under:

(a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) /Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor with 7 days of receipt of such request.

(d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

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 wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, \_\_\_\_\_Year."

7. As regards the offers received in service contracts where the no. of labourers to be engaged is specified the value should be normally be higher than minimum wages for each category of labour i.e. unskilled, semiskilled, skilled & highly skilled.

### **3.16 SPECIAL CONDITION FOR POLICE CLEARANCE (POLICE VERIFICATION)**

The Contractor shall furnish complete details of the personnel to be deployed to Sr.CDO/ SRC or his authorized representative before starting the actual work.

**a) The contractor should submit Police clearance (Police verification) of all the engaged manpower/staff for this work from the police station to which the person belongs.** The procedure for obtaining police verification is outlined as below.

i. Police Verification of staff/labour deployed by Contractors on Railway Premises.

ii. No person shall be engaged by any contractor for executing any contract on Railway Premises without a police verification report and an identity card issued thereafter.

iii. The contractor shall submit name, address, contract number of each staff/labour proposed to be deployed by him to the Contract Manager in the form in Annexure-1 for obtaining police verification.

iv. The Contract Manager shall promptly submit online/hard copy application for each prospective staff/labour intimated by the contractor after award of contract to the under- mentioned authorities as applicable. The contractor must necessarily submit these details within 15 days of award of contract.

v. Supdt. Of Police (SP)/Dy. Commissioner of Police (DCP) having jurisdiction over the permanent residence of the concerned staff.

vi. SP/DCP having jurisdiction over the place where the concerned staff has resided for more than 6 months in last 5 years.

- vii. Sr.DSCs/DSCs having jurisdiction over permanent residence and where the person has resided for more than 6 months in last 5 years.
- viii. Sr.DSCs/DSCs having jurisdiction over the place where the person is to be engaged. In case of on-board staff of trains, Sr.DSC/DSC having jurisdiction over the primary maintenance depot of the train.
- ix. Sr.DSCs/DSCs concerned will coordinate with SPs/DCPs concerned and expedite the police verification. On receipt of the police verification report, the Contract Manager shall give a copy to the Sr.DSC/DSC.
- x. On receipt of police verification report, Contract Manager will arrange to issue to each staff/labour of the contractor, an identity card in the format at Annexure-1A. This identity card shall be necessarily displayed on the body of the person while being at the worksite.
- xi. No contract staff/labour shall be deployed at any Railway premises without a Police Verification report on record. However, if the police verification report is delayed beyond 30 days of receipt by the Police Authority, the Contract Manager is authorized to permit deployment of the contract staff/labour provisionally for one month, in which time all efforts shall be made to get the police verification report issued.
- xii. These provisions shall not apply to emergency situations like accidents, natural calamities etc., where restoration work has to start immediately on receipt of information. However, if such restoration work has to continue beyond 10 days, deployment of staff/labour can be permitted against and undertaking from the contractor in the form at Annexure-1A to be submitted to the Contract Manager.
- xiii. These provisions shall not be applicable to daily-wage, contract staff/labour, who can be deployed on production of identity proof e.g. Aadhar Card, Voter ID Card, PAN Card, Ration Card, Driving License, Gas connection receipt, etc. whose copy shall be attested by his contractor.

### **3.17 OTHER CONDITIONS:**

1) Check of Railway Board's guidelines/instructions:

Extant instructions issued by Railway Board for outsourcing contract from time to time shall be applicable.

2) GST Registration: The Contractor should furnish copy of his GST Registration/GSTIN and copy of PAN card at the time of submission of tender for verification.

**3) The contractor shall be responsible for carrying out all the legal obligations as may be required by law as mentioned in para 6.2 of GCC for Services. Copy of GCC for services can be downloaded from the website: [www.indianrailways.gov.in](http://www.indianrailways.gov.in).**

**The Contractor will adhere to the laid down provisions as mentioned under**

- i. Contractor Labour (Regulation and Abolition) Act, 1970.
- ii. Minimum Wages Act, 1948.
- iii. Payment of Wages Act, 1936.
- iv. The Workman's Compensation Act, 1923.
- v. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- vi. Employees' State Insurance Act, 1948.
- vii. Employees' Pension Scheme, 1995.
- viii. Factories Act, 1948.
- ix. Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993.
- x. Child Labour Act, 1986.
- xi. Apprentices Act, 1961.
- xii. Equal Remuneration Act, 1976.
- xiii. Safai Karamcharis Act, 1993.
- xiv. Industrial Disputes Act, 1947.
- xv. Maternity Benefit Act, 1961.
- xvi. Trade Unions Act, 1926.
- xvii. Payment of Bonus Act, 1965.
- xviii. Payment of Gratuity Act, 1972.
- xix. Industrial Employment (Standing Orders) Act, 1946.
- xx. Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

(4) The contractor should have valid labour license if they have employed more than 20 workers for services. He should be registered with ESI and EPF organization as labour contractor. The contractor should submit copies of the license and ESI, EPF registration No. documents along with the tender document. Since Railways is the principal employer in terms of "Contract Labour Regulation & Abolition) Act, 1971, the compliance of mandatory acts and Government schemes as brought out in GCC (Para 6.2 and 6.17) should be part of the tender conditions. Non-compliance of applicable legal provision may render the offer invalid.

## **IV. GENERAL OBLIGATIONS**

### **4.1 Execution Co-Relation and Intent of Contract Documents**

The contract documents shall be signed in triplicate by the Railway and the contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the

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

4.1.1 If a service is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority or vice versa while contract is in subsistence, the contracts shall be binding on the contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

4.1.2 If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the contractor and the Successor Railway in the same manner and take effect in all respects as if the contractor and the Successor Railway had been parties thereto from the date of this contract.

## **4.2 Law Governing the Contract**

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

### **4.2.1 Compliance to Regulations and Bye-Laws**

The contractor shall conform to the provision of any statute relating to the services and regulations and bye.

### **General Obligations**

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

### **4.2.2 Communications to be in Writing**

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

## **4.3 Service of Notices on Contractors**

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

## **4.4 Occupation and Use of Land**

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

## **4.5 Assignment or Subletting of Contract**

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

## **4.6 Railway Passes**

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

## **4.7 Carriage of Materials**

No forwarding order shall be issued by the Railway for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the services and the contractor shall pay full freight charges at public tariff rates there for.

#### **4.8 Representation onsite**

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

#### **4.9 Relics, Treasures, Lost and Found**

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

#### **4.10 Indemnity by Contractors**

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

#### **4.11 Performance Guarantee**

4.11.1 Performance Guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10 % of the contract value in four separate parts of 2.5% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LoA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days ,i.e from 31<sup>st</sup> 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 60<sup>th</sup> 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.

4.11.2 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 10% (ten percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with Railways shall be returned to the contractor duly safeguarding the interest of Railways.

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

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

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

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

- (h) Twelve years National Defence Certificates;
  - (i) Ten years Defence Deposits;
  - (j) National Defence Bonds and
  - (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- Also, FOR in favour of FA&CAO (free from any encumbrance) may be accepted.

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

4.11.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid 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.

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

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

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

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.

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

#### **4.12 Force Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics strikes, lockouts or acts of God (herein after, 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.

#### **4.13 Illegal Gratification**

4.13.1 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.

4.13.2 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.

#### **4.14 Contractor Understands**

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

#### **4.15 Commencement of Services**

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

#### **4.16 Accepted Programme**

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

#### **4.17 Compliance to Manager's Instructions**

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

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

#### **4.18 Alterations to be Authorized**

No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorised, except under instructions from the Manager, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager.

#### **4.19 Extra Services**

Should services over and above those included in the contract require to be provided at the site, the contractor shall have no right to be entrusted with the execution of such works/services which may be carried out by another contractor or contractors or by other means at the option of the Railway.

#### **4.20 Separate Contracts in Connection with Services**

The Railway shall have the right to let other contracts in connection with the works/services. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works/services and shall properly connect and coordinate her work/services with theirs. If any part of the contractor's works/services depends for proper execution or result upon the works/services of another contractor(s), the contractor shall inspect and promptly report to the Manager any defects in such works/ services that render it unsuitable for such proper execution and results. The contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of her services, except as to defects which may develop in the other contractor's work after the execution of her work.

#### **4.21 Instructions of Manager's Representative**

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

Failure of the Manager's representative to disapprove any work/ services or materials shall not prejudice the power of the Manager thereafter to disapprove such services or material and to order the rectification thereof.

If the contractor shall be dissatisfied by reason of any decision of the Manager's representative, she shall be entitled to reter the matter to the Manager who shall there upon confirm or vary such decision.

#### **4.22 Adherence to Specifications and Drawings**

The whole of the works/ services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If the contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.

##### **4.22.1 Drawings and Specifications of the Works:**

The contractor shall keep one copy of procedures and specifications at the site, in good order, and such contract documents as may be necessary, available to the Manager or the Manager's representative.

##### **4.22.2 Ownership of Proprietary Information and Specifications:**



All procedures, documents, drawings, processes and specifications and copies thereof furnished by the Railway to the contractor are deemed to be the property/ proprietary information of the Railway. They shall not be copied, distributed, published, used in any form or on other services. With the exception of the signed contract set, all such documentation in hard copy or soft copy format and other material, shall be returned by the contractor to the Railway, on completion/termination of the contract.

**4.22.3 Compliance with Contractor's Request for Details:**

The Manager shall furnish with reasonable promptness, after receipt by her of the contractor's request for the same, additional instructions by means of procedures, specifications or otherwise, necessary for the proper execution of the services or any part thereof. All such procedures, specifications and instructions shall be consistent with the contract documents and reasonably inferable there from.

**4.22.4 Meaning and Intent of Specification and Drawings:**

If any ambiguity arises as to the meaning and intent of any portion of the procedures, specifications and drawings or as to execution or quality of any services or material, or as to the measurements of the services the decision of the Manager thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief Manager who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

**4.23 Working Timings**

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

**4.24 Damage to Railway Property or Private Life and Property**

The contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

**4.25 Sheds, yards and Store Houses**

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

**4.26 Provision of Efficient and Competent Staff at Sites by the Contractor**

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

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

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

#### **4.26.4 Deployment of Qualified Supervisors by the Contractor**

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

#### **4.27 Skilled Labour/ Expertise and Testing**

The whole of the services and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workers with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Manager according to the instructions and directions which the contractors may from time to time receive from the Manager. The materials may be subjected to tests by means of such machines, instruments and appliances as the Manager may direct and wholly at the expense of the Contractor.

#### **4.28 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 7.4 of these conditions.

#### **4.29 Facilities for Inspection**

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

#### **4.30 Temporary Works**

All temporary works necessary for the proper execution of the services shall be provided and maintained by the contractor and subject to the consent of the Manager shall be removed by her at her expenses when they are no longer required, and in such manner, as the Manager shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Manager will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway land for labour engaged by her for the execution of services, the contractor shall arrange for handing over vacant possession of the said land after the service is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the contractor.

#### **4.31 Contractor to Supply Water for Works/ Services**

**4.31.1 Water Supply From Railway System:** The Railway may supply to the contractor part or whole of the quantity of the water required for the execution of services from the Railway's existing water supply system at or near the site of services on specified terms and conditions and free of cost (unless specified otherwise), provided that the contractor shall arrange, at her own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the contractor shall not be entitled to any compensation for interruption of failure of the water supply.

**4.31.2** In case the Railway is unable to provide water for the services, the contractor shall be responsible for the arrangements of supply of water necessary for the services.

#### **4.32 Contractor to Arrange Supply of Electric Power for Services**

**4.32.1 Electric Supply From The Railway System:** The Railway may supply to the contractor part or whole of the electric power wherever available and possible, required for execution of services from the Railway's existing electric supply systems on specified terms and conditions free of cost (unless otherwise specified) only for the services rendered provided the cost of arranging necessary connections shall be borne by the contractor and



that the Contractor shall not be entitled to any compensation for interruption or failure of the electric supply system.

4.32.2 In case the Railway is unable to provide electricity for the services, the contractor shall be responsible for the arrangements of supply of electricity necessary for the services.

#### **4.33 Property in Materials and Plant**

The materials and plant brought by the contractor upon the site or on the land occupied by the contractor in connection with the services and intended to be used for the execution thereof shall immediately, as they are brought upon the site of the said land, be deemed to be the property of the Railway. Such of them as during the progress of the services are rejected by the Manager under clause 4.25 of these conditions or are declared by her not to be needed for the execution of the services or such as on the grant of the certificate of completion remain unused, shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the contractor nor shall the Railway be in anyway answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

#### **4.34 Tools, Plant and Materials Supplied by Railways**

The contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to her charge for the purpose of the services and shall be responsible for all damage or loss caused by her, her agents, permitted subcontractor, or her workers or others while they are in her charge. The contractors shall sign accountable receipts for tools, plants and materials made over to her by the Manager and on completion of the services shall hand over the unused balance of the same to the Manager in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

#### **4.35 Hire of Railways Plant**

The Railway may hire to the contractor such plant/ machinery as DG sets, portable engines, pumps etc. for use during execution of the services on such terms as may be specified in the special conditions or in a separate agreement for hire of plant.

#### **4.36 Precaution during Progress of Services**

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

#### **4.37 Roads and Water Courses**

Existing roads or water courses shall not be blocked ,cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or her agent or her staff shall be recoverable from the Contractor by deduction from any sums which may become due to her in terms of contract, or otherwise according to law.

#### **4.38 Provision of Access to Premises**

During progress of services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the services and shall react and maintain at her own cost barriers, lights and other safeguards as prescribed by the Manager, for the regulation of the traffic, and provide watchers necessary to prevent accidents.

#### **4.39 Safety of Public**

The contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out, such persons as may, in the opinion of the Manager, be required to comply with regulations appertaining to the service.

#### **4.40 Use of Explosives**

No explosives shall be used for the services rendered or on the site by the Contractor.

#### **4.41 Suspension of Services**

4.41.1 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-

Provided for in the contract, or

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 Necessary for the safety of the services or any part thereof.

4.41.2 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.

**4.41.3 Suspension Lasting More Than 3 Months:**

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

**4.42 Rates for Items of Services**

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

**4.42.1 Rates for Extra Items of Services:**

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

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

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

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

**4.43 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.

**4.44 Digital Contract Labour Management System**

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

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

- Database-Maintenance of certified identification and demographic details for contract workers- A detailed bio data of each contract worker shall be saved in the system with details like - personal, educational, family, hometown, police verification, medical, insurance, PF registration etc.
- Certified identification-Identification data issued by Government or reliable agencies like Nation ID (Aadhar Card), Voters ID, driving license, PAN card etc. to be stored in the application.
- Identity Card generation-An identity card with details like site, blood group, photographs can be incorporated on the card, along with a colour band based on the category of labour.
- Biometric details like- photograph, fingerprint, iris-map to be stored in the system for authentic identification of contract workers. Biometric authorization is a reliable method to curb Proxy Attendance.
- Attendance data- All entries and exits to be recorded in time and attendance machines- using fingerprints or proxy card. Another attendance in between the entry and final exit can also be recorded, on case by case basis, if deemed necessary.
- Restricted Entry-A contract worker can be denied entry on infringement of any vital requirement like expiry of medical or accident Insurance, driving license, contract terms, work permit dates etc.
- Shift Logic-The system can be used to manage the shift logic-so that overtime, double shifts if any can be logged in the system and systemic restrictions can be placed to prevent double shifts, unless Railway supervisor approves the request digitally/otherwise.
- Time sheet generation-Time sheets shall be generated on a daily, weekly or monthly basis or any other frequency as specified by the Indian Railways.
- Consumables- Material issued to or returned by contract worker is recorded in the system, as applicable (optional)
- Safety, Performance and Labour Law training- The dates of safety, performance and labour law training to be stored in the system which can raise an alert when a refresher training is due.

In case of Emergency-

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

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

#### **4.45 Environmental Requirements**

The contractor shall, when working on the Premises, perform its obligations under the contract in accordance with the Indian Railways environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

#### **4.46 Data Protection**

4.46.1 Where the Contractor is processing personal data, as a Data Processor for the Indian Railways, the Contractor shall:

- (a) Process the personal data only in accordance with instructions from Indian Railways (which may be specific instructions or instructions of a general nature) as set out in this contract or as otherwise notified by Indian Railways;
- (b) Comply with all applicable laws.
- (c) Process the personal data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this contract or as is required by law or any regulatory body;
- (d) Implement appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;
- (e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the personal data;
- (f) Obtain prior written consent from the Authority in order to transfer the personal data to any sub- contractor for the provision of the Services;
- (g) Not cause or permit the personal data to be transferred, stored, accessed, viewed or processed outside of India without the prior written consent of the Indian Railways

- (h) Ensure that all staff and agents required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set out in this clause
  - (i) Ensure that none of the staff and agents publish disclose or divulge any of the personal data to any third parties unless directed in writing to do so by the Railways
- 0) Not disclose personal data to any third parties in any circumstances other than with the written consent of the Railways or in compliance with a legal obligation imposed upon the Railways; and

**4.46.2 Notify the Indian Railways (within five working days) if it receives:**

- a) A request for a data subject to have access to that person's personal data; or
- b) A complaint or request relating to the Indian Railways' obligations under the law;

4.46.3 The provision of this clause 4.46 shall apply during the contract Period and indefinitely after its expiry.

**4.47 Intellectual Property Rights**

4.47.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, software, patents, patterns, models, designs or other material (the "IP Materials"):

a) Furnished to or made available to the contractor by or on behalf of the Railways shall remain the property of the Railways; and

b) Prepared by or for the contractor on behalf of the Railways for use, or intended use, in relation to the performance by the contractor of its obligations under the contract shall belong to the Railways; and the contractor shall not, and shall ensure that the staff shall not, (except when necessary for the performance of the contract) without prior approval, use or disclose any Intellectual Property Rights in the IP materials.

4.47.2 The contractor hereby assigns to the Railways, with full title guarantee, all Intellectual Property Rights which may subsist in the IP materials prepared in accordance with clause 4.47.1(b). This assignment shall take effect on the date of the contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The contractor shall execute all documentation necessary to execute this assignment.

4.47.3 The contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the contract or the performance of the contract.

4.47.4 The contractor shall ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the contract, grants to the Railways a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Railways an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Railways to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement contractor or to any other third party supplying services to the Railways. This is particularly relevant to any digital contract management system developed for Indian Railways as per clause 4.44.

4.47.5 The contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the contractor shall, during and after the contract period, indemnify and keep indemnified and hold the Railways harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Railways may suffer or incur as a result of or in connection with any breach of this clause.

4.47.6 The Railways shall notify the contractor in writing of any claim or demand brought against the Railways for infringement or alleged infringement of any intellectual Property Rights in materials supplied or Incensed by the contractor.

4.47.7 The contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the contractor, provided airways that the contractor:

- (a) Shall consult the Railways on all substantive issues which arise during the conduct of such litigation and negotiations;
- (b) Shall take due and proper account of the interests of the Railways; and
- (c) Shall not settle or compromise any claim without the Railways' prior written consent (not to be unreasonably withheld or delayed).

4.47.8 The Railways shall at the request of the contractor afford to the contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Railways or the contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the contractor's obligations under the contract and the contractor shall indemnify the Railways for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

4.47.9 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the contract or in the reasonable opinion of the contractor is likely to be made, the contractor shall notify the Railways and, at its own expense and subject to the consent of the Railways (not to be unreasonably withheld or delayed), use its best endeavours to:

(a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

(b) Procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Railways, and in the event that the contractor is unable to comply with sub-clauses (a) or (b) above within twenty working days of receipt of the contractor's notification the Railways may terminate the contract with immediate effect by notice in writing.

4.47.10 The contractor grants to the Railways a royalty-free, irrevocable and non-exclusive license (with a right to sub-license) to use any Intellectual Property Rights that the contractor owned or developed prior to the Commencement Date and which the Railways reasonably requires in order exercise its rights and take the benefit of this contract including the services provided.

## **V. VARIATIONS, MEASUREMENT AND PAYMENTS**

### **5.1 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.

#### **5.1.1 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.

#### **5.1.2 Extension for Delay Not Due to Railways or Contractor**

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

The contractor may also indicate the period for which the services 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.

#### **5.1.3 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.

### **5.2 Extension of Time for Delay Due to Contractor**

5.2.1 The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed no later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in clause 5.1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.

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

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

Provided further, that if the Railway is not satisfied that the service can be completed by the contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions, whether or not actual damage is caused by such default.

### **5.3 Modification to Contract to be in Writing**



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

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

#### **5.3.1 Powers of Modification To Contract:**

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

5.3.2 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be 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.

5.3.3 **Valuation of Variations:** The variation referred to in sub-clause 5.3.2 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 5.3.2 above shall be paid for at the rates determined under clause 4.42.1 of these Conditions.

#### **5.3.4 Variations in Quantities during Execution of Service Contracts**

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

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.

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:

Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than J.A. Grade.

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.

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

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.

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.

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.

In cases where decrease is involved during execution of contract-

The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.

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.

It should be certified that the work proposed to be reduced will not be required in the same work.

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.

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).

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.

For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager.

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).

## **5.4 Claims**

### **5.4.1 Monthly Statement of Claims**

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

### **5.4.2 Signing Of "No Claim" Certificate**

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

## **5.5 MEASUREMENTS**

### **5.5.1 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.

### **5.5.2 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 these Conditions on the measurements taken by the Manager or the Manager's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items, the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Manager shall be proper having regard to the progress of work.

The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Manager or the Manager's representative) recorded in the official measurements book as an acknowledgement of her acceptance of the accuracy of the measurements.

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

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



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

## **5.6 PAYMENTS**

### **5.6.1 "On-Account" Payments.**

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

**The contractor has to submit bill on monthly basis with all supporting documents, otherwise action will be taken as per GCC.**

**Note: Sr.CDO/SRC is the bill passing officer and Sr.DFM/KGP is the bill paying officer.**

### **5.6.2 Rounding Off Amounts**

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

### **5.6.3 On Account Payments Not Prejudicial to Final Settlement**

"On-Account" payments made to the contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

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

### **5.6.5. Points to be ensured while Passing the Bills**

(a) Railways shall ensure that all relevant records are to be certified by the contractor and the employee nominated by Principal Employer, before passing the bills of the contractor including but not limited to those provided in the Annexure iii-XI.

(b) Railways shall ensure that Gross Minimum wages including ESI,PF etc. is paid as per the actual by the contractor to all workers. In case, if the contractor fails to pay the gross minimum wages, the same shall be informed to Regional Labour Commissioner.

(c) Railways shall ensure that all the relevant records related to statutory obligations and agreement conditions are submitted by the contractor for claiming monthly bills.

(d) Railways shall upload the details of the contractor online on the Employees' Provident Fund Organization (EPFO) portal. Every month, Railways may, if required, cross-verify the contractor's monthly statements regarding PF and other contributions from the EPFO's records online.

(e) The contractor is required to provide documentary evidence to show the coverage of all her workers or labour under the schemes mentioned in clause 6.17 on an annual basis. Upon verification of the records by Railways, payments can be released to the contractor.

## **5.7 Price Variation Clause (PVC): Price variation clause is applicable for this contract.**

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

5.7.1 **Applicability:** Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months." Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be

made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation. (\*refer to rule 225, General Financial Rules, 2017)

5.7.2 **Base Month:** The Base Month for 'Price Variation Clause' shall be taken as month of opening of bids including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of bid. The Price Variation shall be based on the average Price Index and minimum wages of the quarter under consideration.

5.7.3 **Validity:** Rates accepted by Railway Administration shall hold good till completion of service contract period and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.

5.7.4 Adjustment for variation in prices of material, labour, fuel etc. shall be determined in the manner prescribed.

5.7.5 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour and Fuel and shall be taken based on their proportions in the estimate. However, for fixed components, no price variation shall be admissible.

5.7.6 The price escalation shall be calculated based on the following clauses i.e. 5.7.6 (a) and 5.7.6 (b) and the higher of the two shall be paid.

a) The percentages of labour component, material component, fuel component etc. in various types of Services shall be as under:

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

Formulae: The amount of variation in prices in several components (Labour, material etc.) shall be work out by the following formulae:

$$\begin{aligned}
 \text{(i)} \quad L &= \frac{Wx(Lo-LB)}{LB} \times \frac{Lc}{100} \\
 \text{(ii)} \quad M &= \frac{Wx(Mo-MB)}{MB} \times \frac{Mc}{100} \\
 \text{(iii)} \quad F &= \frac{Wx(Fo-FB)}{FB} \times \frac{Fc}{100}
 \end{aligned}$$

Where: L: Amount of price variation in Labour  
M: Amount of price variation in Materials  
F: Amount of price variation in Fuel  
Lc: % of Labour Component  
Mc: % of material component

Fc: % of fuel component

- W: Gross value of work done (Service performed) by the contractor as per on account bill(s), excluding cost of materials supplied by Railways at fixed price. This will also exclude specific payment, if any to be made to the consultants engaged by contractors (Such payment shall be indicated in the contractors offer)
- LB: Consumer price index number for industrial workers- All India: Published in R.B.I Bulletin for the base period
- LQ: Consumer price index number for industrial workers- All India: Published in R.B.I Bulletin for the average price index of the 3 months of the quarter under consideration
- MB: Index number of wholesale price- By groups and sub-groups: All commodities- as published in the R.B.I bulletin for the base period.
- MQ: Index number of wholesale price- By groups and sub-groups: All commodities- as published in the R.B.I bulletin for the average price index of the 3 months of the quarter under consideration.
- FB: Index number of wholesale price- By groups and sub-groups: For fuel and power as published in the R.B.I bulletin for the base period.
- FQ: Index number of wholesale price- By groups and sub-groups: For fuel and power as published in the R.B.I bulletin for the average price index of the 3 months of the quarter under consideration.

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

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

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

#### **5.8 Price Variation During Extended Period of Contract**

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

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

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

#### **5.9 Maintenance of Works contemplated in the Services:**

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

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

**5.9.1 Certificate of Completion of Works contemplated in Service:** As soon as in the opinion of the Manager, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work, if applicable, shall commence from the date of completion mentioned in such certificate. The Manager may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Manager and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance, if any shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

**5.9.2 Maintenance Certificate:** In case maintenance period is specified in the contract, for any part the Contract, it shall not be considered as completed until a Maintenance Certificate shall have been signed by the Manager stating

that the works have been completed and maintained to her satisfaction. The Maintenance Certificate shall be given by the Manager upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Clause 5.9.1 of these Conditions shall have been completed to the satisfaction of the Manager and full effect shall be given to this clause notwithstanding the taking possession of or using the works/ services or any part thereof by the Railway.

**5.9.3 Contractor Not Absolved by Completion Certificate:** The Certificate of Completion in respect of the works referred to in Sub-Clause 5.9.1 of this clause shall not absolve the Contractor from her liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the bid arising in the opinion of the Manager from materials or quality of workers not in accordance with the drawings or specifications or instruction of the Manager, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Manager be amended and made good by the contractor at her own cost; and in case of default on the part of contractor, the Manager may employ labour and materials or appoint another contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the contractor and shall be recoverable from any moneys due to her under the contract.

**5.9.4 Approval Only by Maintenance Certificate:** No certificate other than Maintenance Certificate referred to in clause 5.9.3 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager.

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

**5.10.1 Approval Only by Completion Certificate:** No certificate other than completion certificate referred to in clause 5.10 of the Conditions shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager.

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

**5.10.3 Unfulfilled Obligations:** Notwithstanding the issue of Completion Certificate for service I Maintenance Certificate for works contemplated in service as the case may be the contractor and (subject to clause 5.11) the Railway shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the Completion Certificate for service I Maintenance Certificate for works contemplated in service which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

## **5.11 Final Payment**

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

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

**5.11.2 Production of Vouchers etc. by the Contractor:** For a contract of more than Rs 2 crore, the contractor shall, whenever required, produce or cause to be produced for examination by the Manager any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from

any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Manager on the question of relevancy of any documents, information or return being final and binding on the parties).

The contractor shall similarly produce vouchers etc., if required to prove to the Manager, that materials supplied by her, are in accordance with the specifications Laid down in the contract.

**5.11.3** If any portion of the service in a contract of value more than Rs 2 crore be carried out by a sub- contractor or any subsidiary or allied firm or company (as per clause 4.5 of the General Conditions of Contract), the Manager shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to her inspection.

**5.11.4** The obligations imposed by sub clause 5.11.2 & 5.11.3 are without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor.

**5.11.5** Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the contractors under these presents, shall, if signed in the partnership name by any one of the partners of a contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the contractor partners and of the legal representatives of any deceased contractor partners inter se.

## **VI. LABOUR LAWS AND RELATED OBLIGATIONS**

### **6.1 Independent Contractor**

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

**6.1.2** To ensure compliance of labour laws in a service contract the bidder shall be disqualified for consideration of award of the bid if she/they have been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

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

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

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

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

### **6.2 Legal Obligations**

The contractor shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they areas 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
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

### **6.3 Labour Law Awareness**

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

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

While all the laws mentioned in clause 6.2 are applicable to labour, some of the statutory provisions of the key legislations are provided as follows-



#### **6.4      Provisions of Contract Labour (Regulation and Abolition) Act, 1970/ Rules 1950**

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

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

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

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

6.4.5 The contractor shall pay to the labour employed by her directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by her.

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

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

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

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

6.4.8 The actual area of working i.e. station/colony shall be registered with the regional, central labour commission office.

#### **6.4.9      Principal Employer & Duties**

##### **6.4.9.1 Principal Employer is:**

(a) In relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the Government or the local authority, as the case may be, may specify in this behalf,

(b) in any other establishment, any person responsible for the supervision and control of the establishment.

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

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

(a) **Canteen**-The necessary refreshment stalls shall be provided for the workers where the workforce is more than 100 by the contractor (section 16).

(b) **Rest Rooms**- Provision of rest rooms is essential wherein the labour is required to halt at night in connection with the work (section 17)

(c) **Drinking Water & Sanitation** - Provision of wholesome drinking water/ urinals/ washrooms/ washing facilities/ supply of dungaree cloth, soap solution, coconut oil etc. shall be ensured to the contract labour (Section 18).

Contractor shall permit inspection of all drinking water and sanitation arrangements at all times by the Manager, the Manager's representative or the Medical staff of the Railway.

Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost therefore recovered from the contractor.

(d) First Aid Facilities-Provision of First Aid facility shall be provided and maintained by the contractor during all working hours. The first aid box shall be equipped with prescribed contents as provided in Annexure XVI at the working place. First aid boxes shall be provided and maintained so as to be readily assessable during all working hours at the rate of not less than 1 box for 150 contract labour or part thereof ordinarily employed.

#### **6.4.11 Payment of Wages:**

(a) The responsibility for payment of wages lies with the contractor (Section 21) who shall be responsible for payment of wages to each worker employed by her as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.

(b) Every Principal Employer shall nominate a representative duly authorized by her to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.

(c) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the Principal Employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor.

(d) The minimum rate of wages for all workers as notified by Regional Labour Commissioner shall be paid through nationalized banks.

(e) The contractor shall ensure the bank remittance of salaries for all her employees and necessary documents in this connection shall be furnished to the Railways for claiming monthly bills.

(f) In case of revision of rates of minimum wages, the contractor must also submit documents regarding revision notifications of minimum wages (wages and VDA) and proof of payment to the labour with revised rates.

(g) **Date of payment of wages to workers by the contractor must be as follows-**

1. Employees less than one thousand (1000) before expiry of the seventh (7) day after the last day of wage period.
2. Employees more than one thousand (1000) Before the expiry of tenth (10) day after the last day of wage period.

(h) Any worker terminated by the contractor, the wages earned by the worker shall be paid before expiry of second working day from the day on which their employment is terminated.

(i) All payments of wages shall be made on a working day at the work place and during the working hours. Final payment shall be made within 48 hours of the last working day.

0) **Deductions:** Wages shall be paid without any deductions of any kind except those specified by the state government and permissible under the payment of wages act 1936.

#### **6.5 Minimum Wages Act, 1948/ Rules 1950**

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

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

##### **6.5.1 Wages to Labour:**

(a) The contractor shall display of notices in English and Hindi/local vernacular language in the workplace and other wise make all workers aware regarding the minimum rates of wages fixed, hours of work, wage period, abstract of laws & rules made there under, date & place of payment, Name, address & contact details of the Labour Enforcement Officer.

(b) The contractor shall maintain the Register of Muster Roll, Register of Wages (Form XVII as provided in the Annexure VI), Register of Fines, Register of deductions for damages/loss, Register of Overtime at the workplace in the prescribed formats under the law.



(c) The contractor shall issue monthly wage slips as per Form XIX provided in Annexure VII to all workers showing the details of the gross wages, deductions if any and the net wages.

(d) The Contractor shall submit Annual Return in the prescribed form to the concerned Labour Enforcement Officer.

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

**6.5.3** Weekly Rest: The contractor shall also provide weekly rest on staggered basis to all workers and comply with all other provisions of the law.

**6.6 Provisions of Payments of Wages Act**

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

**6.7 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952**

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

**6.7.1 Employees' Provident Fund Scheme, 1952**

**6.7.1.1 Payment of Contributions**

(a) The employer shall, in the first instance, pay both the contribution payable by herself (in this Scheme referred to as the employer's contribution) and also, on behalf of the member employed by her directly or by or through a contractor, the contribution payable by such member (in this Scheme referred to as the member's contribution).

(b) In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this Scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this Scheme referred to as the employer's contribution) and also administrative charges.

(c) It shall be the responsibility of the principal employer to pay both the contribution payable by herself in respect of the employees by or through a contractor and also administrative charges.

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

**6.7.2 Employees' Pension Scheme, 1995**

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

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

**Para 4: Payment of Contribution:**

(a) The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by her directly or by or through a contractor.

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

### **6.7.3 Employees' Deposit Linked Insurance Scheme, 1976**

#### **6.7.3.1 Contribution (Para 7&8):**

(a) The contribution payable by the employer and the Central Government under sub-section (2) and sub-section (3) of Section 6-c of the Act, shall be calculated on the basis of the basic of the basic wages, dearness allowance (including the cash value of any food concession) and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis.

Provided that where the monthly pay of an employee exceeds fifteen thousand rupees, the contribution payable in respect of her by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of fifteen thousand rupees including dearness allowance, retaining allowance (if any) and cash value of food concession.

(b) The contribution by the employer shall be remitted by her together with administrative charges at such rate as the Central Government may fix from time to time under sub-section 4 of Section 6-c of the Act, to the Insurance Fund within fifteen days of the close of every month by a separate bank draft or cheque or by remittance in cash in such manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.

(c) It shall be the responsibility of the employer to pay the contribution payable by herself in respect of the employees directly employed by her and also in respect of the employees employed by or through a contractor.

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

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

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

### **6.7.3.4 Duties of Indian Railways**

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

## **6.8 Provisions of Workmen's Compensation Act**

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

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

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

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

## **6.9 The Maternity Benefit Act, 1961**

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

#### **6.9.1 Employment of, or work by, women prohibited during certain periods (Section 4)**

(a) Without prejudice to the provisions of section 6, no pregnant woman shall, on a request being made by her in this behalf, be required by her employer to do during the period specified in sub-section (4) any work which is of an arduous nature or which involves long hours of standing, or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health.

(b) The period referred to in sub-section (3) shall be-

i. the period of one month immediately preceding the period of six weeks, before the date of her expected delivery;

ii. Any period during the said period of six weeks for which the pregnant woman does not avail of leave of absence under section 6.

#### **6.9.2 Right to payment of maternity benefits (Section 5)-**

(a) Subject to the provisions of this Act, every woman shall be entitled to, and her employer shall be liable for, the payment of maternity benefit at the rate of the average daily wage for the period of her actual absence, that is to say, the period immediately preceding the day of her delivery, the actual day of her delivery and any period immediately following that day.

(b) The maximum period for which any woman shall be entitled to maternity benefit shall be twenty six weeks of which not more than eight weeks shall precede the date of her expected delivery.

#### **6.9.3 Dismissal during absence of pregnancy (Section 12)**

(a) The contractor shall not dismiss or discharge a woman on the account of being pregnant any time during the contract period.

(b) When a pregnant woman absents herself from work in accordance with the provisions of this Act, it shall be unlawful for her employer to discharge or dismiss her during or on account of such absence or to give notice of discharge or dismissal on such a day that the notice will expire during such absence, or to vary to her disadvantage any of the conditions of her service.

(c) The discharge or dismissal of a woman at any time during her pregnancy, if the woman but for such discharge or dismissal would have been entitled to maternity benefit or medical bonus referred to in section 8, shall not have the effect of depriving her of the maternity benefit or medical bonus.

#### **6.10 The Sexual Harassment of Women at the Workplace (Prevention and Redressal) Act, 2013**

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

#### **6.11 Safai Karmachari Act, 1993**

6.11.1 The National Commission for the Safai Karmachari was constituted under this Act to promote and safeguard the interests/rights of Safai Karmacharis.

6.11.2 The guidelines and instructions issued by National Commission for Safai Karmachari, Govt. of India shall be complied with by the contractor. The National Commission under this Act have the Constitutional Provisions/Rights to investigate any specific grievances of Safai Karmacharis. Hence, it is the duty of the contractor to comply the provisions under this Act.

#### **6.12 Child Labour (Prohibition and Regulation) Act, 1986**

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

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

#### **6.13 Apprentices Act, 1961**

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

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

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

#### **6.14 Miscellaneous Provisions**

##### **6.14.1 Railway Not to Provide Quarters for Contractors**

(a) No quarters shall normally be provided by the Railway for the accommodation of the contractor or any of their staff employed on the work.

(b) In exceptional cases where accommodation is provided to the contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipment therein as well as charges for electricity, water supply and conservancy.

##### **6.14.2 Labour Camps and Provisions for Workers**

(a) The contractor shall at her own expense make adequate arrangements for the housing, supply of drinking water and provision of clean sanitation including urinals etc. for her staff and workers, directly or through the petty contractors or sub-contractors

(b) The contractor shall also make provision for temporary crèche (Bal-mandir) where 50 or more workers are employed at a time.

(c) Suitable sites on Railway land, if available, may be allotted to the contractor for the erection of Labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway.

(d) All camp sites shall be maintained in clean and sanitary conditions by the Contractor at her own cost.

##### **6.14.3 Preservation of Peace.**

(a) The contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed directly or through the petty contractors or sub-contractors for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of work/services.

(b) In the event of the Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of service contract, the expenses thereof shall be borne by the contractor and if paid by the Railway shall be recoverable from the contractor.

##### **6.14.4 Treatment of Contractor's Staff in Railway Hospitals**

(a) In times of emergency or due to lack of availability of medical care, the contractor's labour and their families will be granted free treatment in Railway Hospitals and dispensaries.

(b) However, the cost incurred for such treatment of the contractor or her labour including the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation etc. may be recoverable from the contractor in such cases.

(c) In all other circumstances, the contractor and their staff, their labour and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly.

##### **6.14.5 Medical Facilities at Site**

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

##### **6.14.6 Railway Schools for Contractor's Staff**

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

##### **6.14.7 Use of intoxicants**

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

#### **6.14.8 Restrictions on the Employment of Retired Managers of Railway Services within One Year of their Retirement.**

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

#### **6.15 Medical Certificate of Fitness for Labour.**

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

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

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

#### **EXPLANATIONS:**

(1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII of 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

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

#### **6.16 Police Verification of Labour employed by Contractor**

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

#### **6.17 Mandatory Compliance of Government Schemes**

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

**6.17.1** All the workers or labour employed directly or indirectly by the contractor must be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.

**6.17.2** All the workers or Labour employed directly or indirectly by the contractor between the ages 18-70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which will be a one year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.

**6.17.3** All the workers or labour employed directly or indirectly by the contractor between the ages 18-50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which will be a one year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.

**6.17.4** The contractor must submit documentary evidence to show the coverage of all her workers or labour under the above mentioned schemes at all times during the contract period on an annual basis.

## VII. DETERMINATION OF CONTRACT

### **7.1 Right of Railway to Determine the Contract**

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

### **7.2 Payment on Determination of Contract**

Should the contract be determined under clause 7.1 and the contractor claims payment for expenditure incurred by her in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Manager. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

### **7.3 No Claim on Compensation**

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

### **7.4 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 these Conditions, 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, 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 the Conditions, 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 the Conditions, or
- n. Promise, offer or give any bribe, commission, gift or advantage either herself or through her partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway.
- o. At any time after the bid relating to the contract, has been signed and submitted by the contractor, being a partnership firm admits as one of its partners or employees under it, or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever, any retired officer of the Gazetted rank or any other retired Gazetted officer working before her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such officer, unless such officer has obtained permission from the President of India or any officer duly authorised by her in this behalf, to become a partner or a director or to take employment under the contract as the case may be, or
- p. Fail to give at the time of submitting the said bid:
  1. 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
  2. The correct information as to such officers obtaining permission to take employment under the contractor, or
  3. Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or
  4. Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or
  5. Being such a retired officer suppress and not disclose at the time of submitting the said bid the fact of her being such a retired officer or make at the time of submitting the said bid a wrong statement in relation to her obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.



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

#### **7.4.1. Performance Notice**

(a) In the event of the above and in any of the said clauses, the Manager on behalf of the Railway may serve the Contractor with a Performance notice as per Annexure-XU 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 as per Annexure-XIII. If the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 7.4.2.

#### **7.4.2. 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, 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).

#### **7.4.3. 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.

#### **7.5 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 7.4.3, being adopted:

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

7.5.2. 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.

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

## **VIII. SETTLEMENT OF DISPUTES- INDIAN RAILWAY ARBITRATION RULES**

### **8.1 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.

### **8.2 Demand for Arbitration**

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

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

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

8.2.2 (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 her 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.

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

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

### **8.3 Obligation During Pendency Of Arbitration**

8.3.1 Work under the contract shall, unless otherwise directed by the Manager, 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.

### **8.4 Appointment of Arbitrator:**

8.4.1 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 8.4.1(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.

8.4.2 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) empanelled to work as Railway Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

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

8.4.3.1 (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):**

(i) Serving Gazetted Railway Officers of not below JA Grade level. (ii) Retired Railway Officers not below SA Grade level, three years after his date of retirement. (iii) Age of arbitrator at the time of appointment shall be below 70 years. (iv) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. (v) 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.

8.4.4 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.

8.4.5 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.

8.4.6 (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.

(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.

8.4.7 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 there of shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

## **Part-IX**

### **9. SPECIAL TERMS & CONDITIONS**

"Transportation of Bogies on trucks from Santragachi and Padmapukur coaching depot (sickline) to Production Shop, Kharagpur Workshop and vice-versa," for a period of 03 years.

#### **9.1 BRIEF SCOPE OF WORK:**

This contract is comprehensive in nature wherein transportation of bogies from Coaching Depot Santragachi/Padmapukur to Production shop /Carriage workshop and vice versa, to be carried out as per the instructions given in this tender document and as per requirement of the Railway authorities arisen out of exigencies from time to time. The additional work if arises on any day, should be attended by the contractor as and when required.

The Agency will perform the following for the work of "Transportation of Bogies on trucks from Santragachi and Padmapukur coaching depot (sickline) to Production Shop, Kharagpur Workshop and vice-versa," for a period of 03 years.

#### **9.2 VEHICLE DETAILS:**

- i. **Availability of Vehicle** -The contractor will arrange availability of vehicle within 24hrs of requirement of transportation. Contractor should be capable to deploy truck as per requirement of Railway.
- ii. For each day movement, approximately 04 to 06 nos of bogies are to be transported from each side. Vehicle of suitable capacity and length is to be used by the transporter for carrying 2 bogies in a vehicle.
- iii. **Loading and transportation of more than two bogies in a vehicle is strictly prohibited. Also stacking of bogies one over another during transportation/stagnant condition of the truck is strictly not allowed.**
- iv. Numbers of bogies per day mentioned in this para are indicative only. Transporter has to transport more or less number of bogies as per actual requirement on that day. Details data of the dimensions and weight of the bogies are given in the table below for reference.

**Data regarding Trolley / Bogie**

Coach Type	Weight of each bogie/trolley		Dimension	
	ICF	LHB	ICF	LHB
AC	6.20 Ton	6.30 Ton	Width- 2800 mm Length – 4200 mm Height – 1000 mm	Width- 3030 mm Length – 3534 mm Height – 1125 mm
Non-AC	5.9 Ton	6.3 Ton	Width- 2800 mm Length – 4200 mm Height – 1000 mm	Width- 3030 mm Length – 3534 mm Height – 1125 mm

N.B. For payment purpose both ICF/FIAT, AC & Non-AC bogie shall be treated as similar.

- v. At least one valid email ID and mobile number shall have to be provided by contractor for this purpose. Mobile should be kept in 'Switched ON' mode and received promptly.
- vi. **Transit/ Delivery Period-** Contractor shall ensure that the material is delivered at the destination within 24 hours after commencement of the transit from KGP workshop or Coaching Depot Santragachi/Padmapukur.
- vii. The work shall be carried out on regular basis and as and when required by SSE(C&W)/Santragachi/Padmapukur or SSE (production shop), Kharagpur workshop.
- viii. The contractor shall execute Work of transportation of released bogies from, Sickline, Coaching Depot Santragachi/Padmapukur to Production shop, Kharagpur vice versa.
- ix. Loading and unloading shall be done by Railway with the help of its own arrangement. The materials should be transported with proper documents. Necessary documents have to be collected at concerned loading point and the same have to be handed over at unloading point along with the bogies/trolleys.
- x. Subsequent to loading on the vehicle, the contractor shall be responsible for ensuring proper securing of bogies/trolleys so that no accident takes place during transportation. The bogies should be secured with chains/wire ropes and wooden wedge blocks under wheels to prevent rolling down of bogies.
- xi. All securing gadgets like wire rope, chains fixtures, wedges, locks etc. shall be provided by the contractor and should be of adequate capacity/strength/quantity.
- xii. The contractor shall indemnify the Railway administration against any accident if occurred during transportation of bogies, sole responsibility for which would be of the contractor.
- xiii. In case of breakdown of vehicle, it will be the responsibility of contractor for transshipment of the consignment in other vehicle at his own cost.
- xiv. Damage whatsoever should be caused to Railway asset during transportation, for which contractor, shall be fully responsible and compensation of the loss to be paid to Railways as per prevalent cost. Decision of Railway in this regard shall be final and binding in this regard.
- xv. No other material should be carried in the vehicle during the transportation of bogies/trolleys.  
**Note: Contractor shall transport 2 bogies/trolleys in a vehicle at a time in each direction without stacking of bogies.** For this purpose, 04 to 06 vehicles are required to be deployed by the contractor for carrying 04-06 bogies/trolleys in a working day from each side. However, this figure is only approximate and can increase / decrease depending upon the actual availability/requirement of bogies and requirement for transportation.
- xvi. Additional Requirement of vehicle will be intimated 24 hrs before, by the nominated railway representative.
- xvii. The transporting vehicle shall be in good condition, road worthy, load worthy and suitable for transporting of bogies. The transporting vehicle should suit the dimension and weight of the bogies. It should be of adequate length and width so that no part of the bogies remains projected outside the dimension of transport vehicle while being transported on the transport vehicle.
- xviii. Vehicle should be in sound condition, duly registered with transport authorities, and with requisite/pollution certification, all the clearances from the State transporting authorities including road permit, insurance and all statutory regulations upto date etc. The truck supplied shall be in accordance with the norms and standards set by the Central and State Government from time to time. It shall be suitably equipped for safe transport and delivery of Railway materials to the satisfaction of Railway Administration and in the manner set out by the Railways.
- xix. Normally the vehicle shall be required at Coaching depot Santragachi/ Padmapukur or Railway Workshop, Kharagpur on working days as and when required.
- xx. Contractors are required to contact concerned Railway representative in prior, regarding, for placement of the vehicle.
- xxi. All securing gadgets/tools namely, Lashings & chains, wedge for securing is to be provided by the contractor.

### 9.3 SURVEY OF LOCAL CONDITIONS:

It will be imperative for each Tenderer to fully acquaint himself with all the local conditions and factors which would have any effect the performance of the contract and the cost involved therein. The "Railways" shall not entertain request for clarification from the Tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the "Railways" accepts the offer. The contractor should visit Santragachi & Padampukur Coaching Depot & Kharagpur workshop and its surrounding roads, entry/exit point to study in detail before participating in the tender. They should themselves make assessment of the place and accessibility of vehicle to deploy suitable vehicle for the work.

#### 9.4 MANPOWER REQUIREMENTS:

- i. The Driver of the transporting vehicle should always move along with the valid Driving License, 'RC' Book and all other relevant documents such as Delivery Challan/ LR, Insurance papers etc. to produce them whenever demanded by Govt. Transport Authorities to avoid unnecessary detention of the vehicle and delay in reaching the loading/unloading points during the transportation. Any dispute on this account Railway will not take any responsibility.
- ii. Issue of Identity cards by Contractor: Contractor should issue Identity badges to all his staff 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 contractors' labour on left side on the chest every time, during their presence in Railway Premises.
- iii. No passes or concession facilities either for the travel of the Contractor or his employees shall be issued by the Railway.
- iv. The rate for transporting each bogies is to be quoted by the tenderer(s) inclusive of fuel, other consumables, manpower requirement and all other applicable taxes.
- v. Safety of the men provided by the contractor during the process of transport of material shall be the responsibility of the contractor. The contractor shall be wholly responsible for provision of adequate protective equipment like proper footwear, gloves, etc. to his manpower. Railways shall not be responsible and liable for any injury to the men during the course of carrying out the said work of transportation.
- vi. The contractor shall ensure that the vehicle drivers possess valid driving license, RC, pollution certificate, and insurance papers. Any violation of traffic rules, and consequences thereof, shall be the responsibility of the contractor. Railways shall be at the liberty of canceling the truck and imposing penalty for trucks not provided, if any bogies is detained on the above account.
- vii. The contractor shall ensure that his men including driver shall not be in an intoxicated state and in such cases Railways shall be at the liberty of canceling the truck trailer and imposing penalty for truck/ trailer(s) not provided. During the course of duties, the manpower shall behave in a courteous and disciplined manner and not act in any manner, which can cause loss of material/ property/ reputation of Railways.
- viii. If, Railway Administration found that the contractor's has employees/representative, labours or coolies whose presence in the railway premises, is undesirable the contractors shall at once remove such person/persons.

#### 9.5 ORDERING/MOVEMENT OF THE VEHICLE:

- i. **TIMINGS** : Loading/unloading of bogies will be carried out round the clock. Contractor shall provide truck any time as demanded by the Railway.
- ii. Contractor shall nominate one supervisor for liaison with Railways. Mobile phone number of said supervisor shall be communicated to Railway representative of Santragachi and Production shop, KGP, by the contractor.
- iii. In case of any decrease / increase in the requirement of vehicle for a particular day, the same shall be communicated to the contractor 24 Hrs. in prior. The contractor shall have to arrange the vehicle as per this revised requirement. In emergent condition Truck/ Trailer can be cancelled at last moment due to unavoidable reasons for which no payment shall be made to Contractor.
- iv. Payment shall be made on the actual number of bogies transported by the contractor from, Coaching Depot Santragachi/Padmapukur to Kharagpur workshop or Kharagpur workshop to Coaching Depot Santragachi/Padmapukur. The quantity of bogies to be transported will be as per tender schedule. The quantity can vary due to increase or decrease of nos of bogies available.
- v. **In case the vehicle has to run empty either way due to non-availability of bogies or for any other unavoidable reason, no payment shall be made to the contractor for said travel.**

#### 9.6 DAMAGE/LOSS OF MATERIAL

The contractor shall be solely responsible for any damage / loss of material and in case of any such event, he shall have to pay for the damages of the cost as decided by the Railway Administration. Decision of Railway in this regard shall be final and binding on contractor. Every bogies has to be covered under insurance before transporting as per rules and all papers/documents should available.

## 9.7 OTHER TERMS & CONDITIONS

- i. For the vehicle provided, the contractor shall ensure availability of necessary license, road permit, commercial registration number and all other requisite documents required under Existing laws/Motor Vehicle Act etc. & any amendment made to the same in future.
- ii. The work shall be carried out without affecting the Railway working or interrupting with the existing Railway system under any circumstances and in consultation with representatives of Railways.
- iii. Proper care to need to be while entering the sickline through main Railway lines. Entering and exiting the vehicle should be carried out as per instructions and presence of Railway representative. The contractor should counsel their staff not to enter/ exit their truck themselves and should enter/exit under supervision of Railway representatives. Railway will not be responsible if any untoward incident occur due the fault of the contractor or their staff.
- iv. No detention charge will be paid to the contractor either at the loading or at the unloading point.
- v. Transit/Delivery Period-Contractor shall ensure that the bogies are delivered at the destination within 24 hours after commencement of the transit.
- vi. 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 contract or his person /servant /employee to the complainant, the said amount shall be liable to be paid by the contractor.
- vii. The contractor shall be liable to be penalized for any undesirable activities, endangering the image of railways.
- viii. The contractor will ensure that necessary documents related to transportation of bogies for their destination have been collected from the concerned railway representative before leaving the Railway premises.
- ix. Loading and unloading facilities including handling of, bogies shall be arranged by the Railway at loading/unloading points. The loading/unloading of bogies including their placement at desired location shall be done preferably in day light under supervision of the representatives of Railway at Santragachi Coaching Depot and KGP workshop respectively. The contractor shall coordinate with nominated representatives of Railway with regards to loading/unloading at respective locations.
- x. The contractor shall provide medical treatment to his staff and labourer in case on accident on duty. The Railway administration shall in no manner be liable to the contractor or any member of his staff for injury or death caused as a result of accident either within on or outside railway area in the course of the work. The contractor shall be wholly responsible for and will make good all claims for compensation claimed by his labourer staff under the workmen's compensation Act. He shall also indemnify the Railway administration and discharge/obey the orders that may be awarded in respect of claim for compensation arising out of or consequent to the accident, injury or death to any staff or labourer working under him pursuant to the provision of workmen's compensation Act (VIII of 1923 and XV of 1933) or any subsequent revision thereafter.
- xi. The contractor shall obtain acknowledgment of delivery of bogies in safe and sound condition on the challan as decided by Railway, and submit to railway representative as well as to nominated Railway official at workshop. The serial numbered booklet of these challans containing sufficient copies will be supplied by the contractor at his own cost to Railway.
- xii. The payments will be released only after obtaining clear certificate of safe delivery of the bogies within specified time.
- xiii. In case the vehicle goes out of order on the way, an alternative vehicle, satisfying all the Conditions mentioned herein, shall be arranged by the contractor within reasonable time to meet targeted/stipulated period of transit.
- xiv. Transit Insurance for the goods being transported if required shall be arranged by the transporter as transit risk will be to the contractor's accounts i. e. it is the responsibility of the contractor to deliver the Railway material in safe and sound condition to the ultimate consignee. Any damage/wear& tear/breakage and theft enroute to the Railway material will be entirely to the contractor's account and for which Railway reserves the right to recover the amount lost due to damage/wear & tear/breakage and theft. Railway administration will not enter in to any Transit Insurance with any of the Insurance Company.
- xv. No boarding and lodging facilities will be provided to the driver and other staff of the contractor.

## 9.8 SCHEDULE OF RATES

**Name of work:** "Transportation of Bogies on trucks from Santragachi and Padmapukur coaching depot (sickline) to Production Shop, Kharagpur Workshop and vice-versa," for a period of 03 years.

**Contract Period:** 03 years from the date of issue of Letter of Acceptance.

**Estimate Cost :** ₹ 3,60,01,969.92

Schedule - A					
Srl No.	Description	Quantity (in three years)	Unit (No. of bogies)	Cost/bogie	Total cost (in Rs.)
1.	Transportation of Bogies on trucks from Santragachi and Padmapukur coaching depot (Sick line) to production Shop, Kharagpur Workshop for a period of 03 years.	3600	Nos.	₹ 4,237.52	₹ 1,52,55,072.00
2	Transportation of Bogies on trucks from Production Shop, Kharagpur Workshop to Santragachi and Padmapukur coaching depot (Sick line) for a period of 03 years.	3600	Nos.	₹ 4,237.52	₹ 1,52,55,072.00
			Sub Total of srl 1+ srl 2		₹ 3,05,10,144.00
			GST @ 18%		₹ 54,91,825.92
			Total including GST		₹ 3,60,01,969.92

**Note: Tenderer should quote through online only. Offline tender will not be accepted.**

#### **9.9 PENALTY CALUSE**

Penalty: Following penalties shall be applicable in this contract. Decision of Railway w.r.t. imposition of penalty shall be final and binding on contractor:-

- In case of Non-deployment/Non-availability of vehicle as required will attract a penalty of Rs 20,000/- per day.
- Transit time for delivery of the bogies from loading point to the destination point is 24 hours starting from the time of leaving the loading point. However if the transit time extends beyond the stipulated time of 24 hours, a penalty of Rs 1000 per every extra hours will be imposed. Necessary register is to be maintained at both points, which is to be jointly signed by both Railway representative and contractor for this purpose.
- All documents of the deployed vehicle are to be valid/updated during the currency of the contract. If the documents are found not in order/invalidated during checks by agencies/police/ Railway officials, a penalty of Rs 10,000 per occasion will be imposed. The vehicle will not be allowed to be deployed for the work, till the papers are validated.
- Documents like driving license and other statutory documents should be proper and updated. If the aforesaid documents found invalid, a penalty of Rs 1000/- per occasion will be imposed. The faulty driver will devoid from driving the vehicle.
- If the driver/staff engaged by the contractor are found in inebriated condition, a penalty of Rs 2,000/- will be imposed. The said driver/staff should be immediately removed from work.
- In case of damage/accident/theft/loss to Railway property during transit, a penalty as per prevailing railway rates (decided by Railway), will be recovered from the contractor's bill.

## Bid Evaluation-technical Criteria

## Annexure-A

The bidder shall satisfy the following eligibility criteria by submitting documents in support of their claims along with the tender document itself to fulfill the minimum eligibility criteria:

S. No.	Weightage	Technical Criteria	Documentation	Scoring
1	20%	<p><b>Previous Work Done</b></p> <p>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:</p> <p>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;</p> <p>For each completed/ on-going similar service contracts with satisfactory performance shall be as under:</p> <p>(a) 100 Marks if the bidder has completed or received payment as under:</p> <p>1 project &gt; 80%, 2 projects &gt; 50% or 3 or more projects &gt; 40% of the advertised value of the bid.</p> <p>(b) 50 Marks if the bidder has completed or received payment as under:</p> <p>1 project &gt; 50% or 2 projects &gt; 40% of the advertised value of the bid.</p> <p>(c) 20 Marks if the bidder has completed or received payment as under: 1 project &gt; 40% value completed</p> <p>No marks if all projects &lt; 40% value completed.</p> <p><b>Deduction</b> for Percentage penalty imposed in the respective completed , on-going similar service contracts;</p> <p>The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% of the contract value shall not be considered for calculation of scores for this purpose.</p>



S. No.	Weightage	Technical Criteria	Documentation	Scoring
2	35%	<b>Turnover</b> (in last three and current Financial Year) (Less than 1.5 times the value of work is not eligible)	<i>As per audited balance sheet certified by the CA.</i>	(a) 100 marks - More than 15 times advertised value of work (b) 80 marks - 8 - 15 times advertised value of work (c) 60 marks- 3 - 8 times advertised value of work (d) 40 marks- 1.5 - 3 times advertised value of work
3	20%	Number of years in operations  (Firms having less than 1 year of experience are not eligible)	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.	(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
4	25%	<b>Size of Workforce</b>  The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organisation's pay roll.	EPFO challan/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of Bid should be submitted in support of their qualification.	(a) 100 Marks if the Bidder's workforce on roll is between greater than 3 times of the total workforce required in this Bid. (b) 70 Marks if workforce on roll is equal to or up to 3 times the total workforce required in this Bid. (c) No marks if workforce on roll deployed is less than the total workforce required in this Bid.

**Note:** The tentative staff to be engaged for this work should be 04 staff /day. The nos of staff i.e 4/day is taken only for the purpose for calculating the size of workforce of 'Bid Evaluation-technical Criteria' (Annexure A) above, and not to be considered for any other purpose.

**Annexure-B**

**SELF DECLARATION FORM**

**(NON-DISQUALIFICATION OF BID)**

To  
The President of India,  
Acting through  
Sr. Divisional Mechanical Engineer, Santragachi  
South Eastern Railway.

I/We \_\_\_\_\_ have read the various conditions of Bid attached hereto and hereby agree to abide by the said conditions.

I/We also confirm that, this firm has not violated any conditions of Clause No-4.0 i.e. DISQUALIFICATION OF BIDDERS mentioned as below;

1. Employment /Partnership etc. of Retired Railway Employees

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 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, 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 7.4 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,

If any previous contract of the bidder or any of its constituents had been terminated under clause "default of contractor" in that Railway division, within the previous 2 years from date of submission of bids.

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 number 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. 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.

3.) I/We also confirm that, this firm has not violated any conditions of Clause No-3.0, i.e. Qualification Criteria mentioned as below;

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

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

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

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

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

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

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

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

I/We are liable for forfeiture of the full amount of EMD/PG without prejudice to any other rights or remedies in case my/our Bid is accepted and if any abnormality found for the above:

Bidder's full Address:

Signature of Bidder (s)with seal

Date:\_\_\_\_\_

## **ANNEXURE – 'C'**

### **DOCUMENTS SUPPORTING THE CLAIM OF QUALIFYING THE LAID DOWN ELIGIBILITY CRITERIA**

Compliance of Eligibility criteria by the tenderer regarding execution of similar single work to the extent of **35% of advertised tender value** as per Tender Notice & Eligibility Criteria

1. Name and style of the contractor with address (Present tenderer)
2. Name and scope of the work executed:
3. Authority who have awarded the contract.
4. Full address of the authority under whom the contract was executed.
5. Whether it is a Govt./Railway/Semi Govt. organization/Private Organisation
6. Contractual Agreement No. & date.
7. Value of the contract.
  - (a) Original value of the contract.
  - (b) Value of works executed and payment received (should be minimum of 35% of the advertised tender value)
  - (c) Last sanctioned agreemental value in Rs..... (should be minimum of 35% of advertised tender value).
8.
  - (a) Date of award of contract.
  - (b) Date of actual completion of 35% of advertised tender value of similar work.
  - (c) Status of the contract (Completed/On-going)
9. Details of copy of documents attached in support of completion of above similar single work.
  - (a) Certificate No. and date. (b) Authority issued.
10. Declaration by the tenderer: I hereby declare that the information given above are true and the copy of the certificate enclosed is genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected and such liability will be compensated by me.

Name & signature of Tenderer along with Seal.

N.B.

- (1) Certificates containing the above information will only be considered. In complete certificates/copy of bills/letter of acceptance may not be considered.
- (2) Current financial year means, the financial year in which the tender is opened.  
Financial year means on and from **1st April to 31st March of the year.**

**ANNEXURE – 'D'**

**Declaration regarding association of the tenderer with serving/retired Gazetted Railway Officer(s)**

Name of the Railway Officer	Relationship with the tenderer	If serving, designation & place of working	If retired			
			Date of Retirement	Designation & place of working at time of retirement	Whether period of retirement is more than 1 year from the date of submission of tender	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7

Note: If no Railway Officer is associated with the tenderer, then write **NIL**. (Please do not keep this page as blank.)

Tenderer's Seal

Signature of the tenderer

**ANNEXURE-'E'**

**SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY**

(Should be issued from a scheduled bank of India)

**BANK CERTIFICATE**

This is to certify that M/s ..... is a reputed company with a good financial standing. If the contract for the work, namely (*name of the tender work*)

.....

.....

.....

.....called vide Tender Notice No.

.....

.....is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of Rs.\_ (in Rupees ..... to meet their working capital requirements for executing the above contract.

**Date:**

**Sd.**

**Name of Bank:**

**Senior/ Bank Manager**

**Address of the Bank**

## ANNEXURE-F

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

I..... (Name and designation) \*\*appointed as the attorney/authorized signatory of the tenderer, M/s\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of, S.E. Railway, Santragachi, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

I/we the tenderer (s) am/are signing this document after carefully reading the contents.

I/We the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.ireps.gov.in](http://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.

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.

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.

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.

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.

I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we and all my/our constituents understand that my/our offer shall be summarily rejected.

I/we also understand that if the contents of the certificate submitted by us are found to be false/forged 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 and may also lead to any other action provided in the contract including banning of business for a period of upto two year.

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: SEAL AND SIGNATURE OF THE TENDERER

Dated:

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

## ANNEXURE-G

(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).

Place:  
SIGNATURE  
Dated:

SEAL AND  
OF THE CONSTITUENT FIRM/CONSTITUENT  
PARTNER



**Annexure-H**

**POLICE VERIFICATION**

PHOTO

(Of applicant,  
signed by  
contractor)

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

Declaration (by applicant):

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

Police Certification:

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

**Counter signature of  
Authorized signatory with stamp**

Signature of Applicant:

Date:

Place:

**Annexure-I**

Registered Acknowledgement Due

**PERFORMANCE NOTICE  
SOUTH EASTERN RAILWAY**

(Without Prejudice)

To

M/s

Dear Madam/Sir,

Contract Agreement No.                      connection with

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no.                      , dated                      , you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no.                      , dated                      in reference to your representation, dated                      .
3. As you have failed to abide by the instructions issued to commence the service / achieve desirable standard of services, you are hereby given a notice in accordance with Clause 7.4 of General Conditions of Contract to commence the service/ to make good the default, failing which further action as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation will be taken.
4. In addition to the above, Railway is also free to invite a bid to procure the balance services without your participation, starting from the date of delivery of this notice.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India

**Annexure-J**

Registered Acknowledgement Due

**REVOCATION OF PERFORMANCE NOTICE**

**SOUTH EASTERN RAILWAY**

(Without Prejudice)

To

M/s

\_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_In connection with

Your attention is invited to this performance notice issued by this office/Chief  
Manager's office vide letter no.\_\_\_\_\_,dated .

As you have improved the delivery of services since the issue of the said notice, the  
performance notice mentioned at para 1 above stands withdrawn.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India

**7 DAYS NOTICE**

**SOUTH EASTERN RAILWAY**

(Without Prejudice)

To  
M/s \_\_\_\_\_

Dear Madam/Sir, Contract Agreement No. In connection with

1. Performance Notice under Clause7.4 of General Conditions of Contract was given to you under this office letter of even no., dated; but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are here by given 7 days' notice in terms of Clause7.4 of General Conditions of Contract to commence the service to make good the default, failing which further action as provided in Clause7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of his period, a notice for termination of the above contract shall be issued to you under which your contract shall stand rescinded and the services under this contract will be carried out independently without your participation and your Performance Guarantee shall also be encashed / forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**TERMINATION NOTICE**

**SOUTH EASTERN RAIL WAY**

(Without Prejudice)

No. \_\_\_\_\_

Dated: \_\_\_\_\_

To

M/s \_\_\_\_\_

\_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_ In connection  
with \_\_\_\_\_

Seven days (7days) notice was given to you under this office letter of even no., dated but your performance has not improved/you have taken no action to commence the services/improve the quality of the services to the specified standards.

Since the period of 7days' notice has already expired, the above contract stands rescinded in terms of Clause 7.4 of General Conditions of Contract and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be cashed/forfeited.

In addition, your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said Railway division for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**Annexure-M**

**Employment Card**

Name and address of contractor.....

Name and address of Establishment in/ under which contract is  
carried  
on.....

Name of work and location of work    Name and address of  
Principal Employer

1.      Name of the worker
2.      S.No.in the register of workers employed
3.      Nature of employment/Designation
4.      Wage rate (with particulars of unit in case of piece-work)
5.      Wage period
6.      Tenure of employment
7.      Remarks

Signature of Contractor

### ACCEPTANCE/DEVIATION SCHEDULE

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

[illegible]

## MANDATE FORM FOR EFT/NEFT

## 1. PARTICULARS OF THE PARTY

i) NAME : .....

ii) ADDRESS : .....

iii) PHONE NO.: .....MOBILE.....FAX NO.....

iv) INCOME TAX PAN NO. ....EMAIL ID.....

## 2. PARTICULARS OF BANK ACCOUNT

i) CITY.....

ii) BANK NAME: .....

iii) BRANCH: .....

iv) BANK ADDRESS: .....

v) BANK TEL NO. ....FAX NO.....

vi) BANK MICR CODE (9 DIGIT): .....

vii) BANK IFS code: .....

ix) BANK ACCOUNT NO.....

(Please enclose a cancelled blank cheque)

ix) ACCOUNT TYPE: (SAVING/CURRENT/CASH CREDIT.....

x) Certified that the particulars furnished with reference to Bank Account are correct and the bank guarantees to honour all EFT/NEFT advices/reports as per RBI Regulations:

Bank's Seal

.....

Signature of the authorized official  
of the bank

## 3. DECLARATION BY THE PARTY:

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

Date .....

Signature of the Party with stamp .....