

# Central Railway

MUMBAI DIVISION

MECHANICAL DEPARTMENT



## Tender Document

**Works Tender**  
**“Single Packet System”**  
**As per GCC Works 2022 with**  
**latest correction slips**

Office of the  
Senior Coaching Depot Officer  
Lokmanya Tilak Terminus  
Mumbai – 400089

## Central Railway

### TOP SHEET

**Work of implementation of RDSO instructions regarding standardized location for fitment of fire & smoke detection system (FSDS) in AC Coaches at LTT Coaching Depot.**

|                                                              |                                                           |
|--------------------------------------------------------------|-----------------------------------------------------------|
| <b>Tender Notice No</b>                                      | <b>BB.M.LTT.TC.FSDS.Partition.V2<br/>dated 09.06.2026</b> |
| <b>Approximate<br/>Contract/Tender Value</b>                 | <b>₹35,82,086.40/-</b>                                    |
| <b>Period of Contract</b>                                    | <b>06 Months</b>                                          |
| <b>Earnest Money</b>                                         | <b>₹ 71,700/-</b>                                         |
| <b>Date &amp; Time of Closing for<br/>submission of bids</b> | <b>01.07.2026 up to 11:00 hrs</b>                         |
| <b>Number of pages of Tender<br/>Document</b>                | <b>41</b>                                                 |
| <b>Validity of offer</b>                                     | <b>60 Days</b>                                            |
| <b>Cost of tender form</b>                                   | <b>Nil (Online through IREPS)</b>                         |

**Issued by: Office of Sr. CDO/LTT  
LTT Coaching Depot  
Mumbai Division, Central Railway  
Mumbai – 400 089**

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## START OF TENDER DOCUMENT

### Contents of tender form:

| Page No. | Contents                                                                                                                                                                                                   |
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| 4-5      | Check-List for mandatory document                                                                                                                                                                          |
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| 19       | Offer Letter                                                                                                                                                                                               |
| 20       | Tender Schedule: Schedule of Rates and Quantities at <b>Annexure 'A'</b>                                                                                                                                   |
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| 22-24    | Format for certificate <b>Annexure 'C' &amp; 'C-1'</b>                                                                                                                                                     |
| 25       | List of similar nature of works executed by the tenderer in qualifying period ( i.e. last 07 (seven) years, ending last day of month previous to the one in which tender is invited) – <b>Annexure 'D'</b> |
| 26       | Acceptance / Deviation Schedule at <b>Annexure 'E'</b>                                                                                                                                                     |
| 27       | Mandate form for EFT/NEFT at <b>Annexure 'F'</b>                                                                                                                                                           |
| 28-30    | Format for Bank Guarantee bond for Performance Guarantee at <b>Annexure 'G'</b>                                                                                                                            |
| 31-32    | Undertaking <b>Annexure 'H'</b>                                                                                                                                                                            |
| 33-37    | Option for the contractor to take payment from Railways through a letter of credit (LC) arrangement - Railway Board's letter no. 2018/CE-I/CT/9 dated 04.06.2018.                                          |
| 38-39    | Compliance to Labour laws – Railway Board's letter no. 2018/E(LI/AT/CNR/3 dated 24.01.2018                                                                                                                 |
| 40-41    | Special condition of contract for mandatory updating of labour data on Railway's Shramik kalyan portal by contractor as per RB letter no.2018/CE-I/CT/4 dated 17.10.2018                                   |

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### Checklist for mandatory documents to be submitted by the contractor

| Sr. No.  | MANDATORY DOCUMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Reference as per updated GCC April 2022. |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>1</b> | BID SECURITY as per clause 2 of Chapter I of this Tender Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | In terms of Clause No 6                  |
| <b>2</b> | Certificate as per Annexure- C-1 of this Tender Document..                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | In terms of Annex-V(A)                   |
| <b>3</b> | The tenderer shall clearly specify whether the tender is submitted on their own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture/Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern & copy of PAN card (separately in case of partnership firm's name) along with their tender as applicable as below:                                                                                                                                                                                                                                                                                                                                                                                            | In terms of clause 14                    |
|          | <b>3.a</b> Sole Proprietor- An undertaking on suitable stamp paper to this effect clearly mentioning PAN number.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | As Above                                 |
|          | <b>3.b.</b> HUF:<br>A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | As Above                                 |
|          | <b>3.c.</b> Partnership Firms:<br>i. A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.<br>ii. A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.<br>iii. An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were/ are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. | As Above                                 |

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|                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
|                                                                                                                                                                                                         | <b>3.d.</b> Company registered under the Companies Act 2013: <ul style="list-style-type: none"> <li>i. The copies of the MOA (Memorandum of Association) / AOA (Articles of Association) of the company.</li> <li>ii. A copy of the Certificate of Incorporation</li> <li>iii. A copy of the Authorization/Power of Attorney issued by the Company (backed by the resolution of the Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | As Above                                 |
|                                                                                                                                                                                                         | <b>3.e.</b> LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender: <ul style="list-style-type: none"> <li>i. A copy of LLP Agreement</li> <li>ii. A copy of Certificate of Incorporation</li> <li>iii. A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP</li> <li>iv. An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.</li> </ul> | As Above                                 |
|                                                                                                                                                                                                         | <b>3.f.</b> Registered Society & Registered Trust: <ul style="list-style-type: none"> <li>i. A copy of the Certificate of Registration</li> <li>ii. A copy of Memorandum of Association of Society/Trust Deed</li> <li>iii. Copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.</li> <li>iv. A copy of Rules &amp; Regulations of the Society.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | As Above                                 |
| <b>4</b>                                                                                                                                                                                                | Declaration by tenderer as per Employment/ Partnership etc. of Retired Railway Employees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Clause No 16 of instruction to Tenderers |
| <p>❖ <b>The above checklist for mandatory documents to be included in bid form. Tenders without these documents will be summarily rejected.</b></p> <p>❖ <b>JV not eligible for subject tender.</b></p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |

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## Instructions to Tenderer

1. **Omissions and Discrepancies:** Should a tenderer find discrepancies in or omissions from the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all the tenderers. 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.
2. **Earnest Money/Bid Security:**
  - a. The Bidder shall be required to deposit earnest money of ₹ 71,700.00/- (**Rupees Seventy-One Thousand Seven Hundred Only**) 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.
  - b. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
  - c. If his tender is accepted this earnest money mentioned in subclause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16(1) of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
  - d. Payment for cost of Earnest Money shall be accepted only through net banking or payment gateway through the website [www.ireps.gov.in](http://www.ireps.gov.in)
  - e. Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.
3. **Legal charges:** A fee of ₹ 200/- per legal document like partnership deed or power of attorney executed before or after the execution of the contract will be recovered from the contractor for obtaining legal Advice in the Law Officer.
4. **Effect and validity of bid:** The offer shall be kept valid for a minimum period of 60 calendar days from the date of opening of tender, within which the tenderer will not be entitled to rescind or withdraw his offer. Notwithstanding this if the tenderer rescinds his offer within the period stipulated above, the earnest money deposited by him along with the tender shall be liable for forfeiture and in that case the tenderer shall have no further claim on the amount deposited by him as earnest money.
5. In case of any deviation from the requirement of tender specifications, Instructions to Tender or General & Special Conditions of Contract, the same should be brought out by the tenderer in **Annexure-E**.
6. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause 37 of the General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.

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7. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause 37 of the General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.
8. The tenderer shall clearly specify whether the tender is submitted on their own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit a certified copy of the Partnership Deed along with the tender and authorization to sign the tender documents on behalf of the partnership firm. If these documents are not enclosed along with the tender documents, the tender will be treated as having been submitted by the individual signing the tender documents.
9. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
10. 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 favor 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 to arbitration.
11. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of **Sr. CDO/LTT**, Central Railway, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract documents as per GCC. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.
12. Tender Forms shall embody the contents of the contract documents either directly or by reference. Any condition of the tender other than those stipulated in the document are not applicable even though they are included in the tender submitted by the party unless they are specifically accepted by the Railway in writing while communicating the acceptance of tender. The accepted tenderer should therefore ensure that such other conditions that are considered necessary by him should be accepted by the Railway in writing before accepting the offer. Every contract shall be complete in respect of the document it shall so constitute.
13. It is advised that the firm should depute competent representatives at the site to see first hand and assess the scope of work before submission of rate. The tenderer must satisfy him fully before submitting his/her offer. The schedule of rates and quantities is given at Annexure A of this tender form. The tenderer(s) shall quote rates as per the tender document. All the rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties, and payable by the contractors to government or public body or local authority. No additional amount will be paid or claim entertained on this account by the Railways. The quantities shown in the schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway as per terms and conditions as per variation clause given in clause no. 4 of special & general condition of contract

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Part-I given of this tender form.

14. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
15. Right of the Railway to deal with tender: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. 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 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 tender or tenders. The Railway also reserves the right to accept tender with either full quantity of work or part thereof or divide the works amongst more than one tenderer without assigning any reasons for any such action.
16. 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.
17. Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected. The submission of the tender will be deemed to imply that all documents enclosed have been studied and understood that the tenderer is aware of the full scope of the work to be done and the condition affecting the execution. In token of this, tenderer himself or his authorized representative will be required to sign at the bottom of each and every page of this tender form.
18. Tenders shall be accepted only in E-tendering format through the website [www.ireps.gov.in](http://www.ireps.gov.in). Tender must be submitted in the website not later than **11:00 hours on 01.07.2026**. The tender will be opened on the same day after tender submission closing time on the same day. If the tender opening day happens to be a bandh or an unforeseen holiday, the tender will be opened on the next working day. For this purpose, tenderers are advised to go through instructions/guidelines issued on the subject, which can be accessed through the **Learning Centre, FAQ & System Settings** links available on the home page of the website [www.ireps.gov.in](http://www.ireps.gov.in).

.....  
Signature of Tenderer(s)  
Date.....

.....  
Signature  
Designation



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## SPECIAL CONDITIONS OF CONTRACT

### PART-I

1. These special conditions of contract shall supplement the General Conditions of Contract (GCC) issued by Railway Board as amended and / or corrected up to date. It is the responsibility of the contractor before submitting the tender to ascertain all the amendments and/ or corrections made to the said General conditions of Contracts. Where the provisions of these special conditions of contract are at variance with the general conditions of contract, these special conditions of contract will prevail. General Conditions of Contract shall form part of the contract unless otherwise mentioned in the special condition of contract. GCC (to be read along with all the correction slips available on Civil directorate portal of Indian Railways website) is available on the following web link:

[https://indianrailways.gov.in/railwayboard/uploads/directorate/civil\\_engg/pdf/2022/GCC\\_April-2022\\_2022\\_CE-I\\_CT\\_GCC-2022\\_POLICY\\_27\\_04\\_22.pdf](https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/2022/GCC_April-2022_2022_CE-I_CT_GCC-2022_POLICY_27_04_22.pdf)

#### 2. Tenderer Credentials:

- i. Tenders shall be accepted only in E-tendering format through the website [www.ireps.gov.in](http://www.ireps.gov.in). Tender must be submitted in the website not later than **11.00 hours on 01.07.2026**. The tender will be opened on the same day after the time specified for tender submission closes on the same day. If the tender opening day happens to be a bandh or an unforeseen holiday, the tender will be opened on the next working day. For this purpose, tenderers are advised to go through instructions / guidelines issued on the subject, which can be accessed through the **Learning Centre, FAQ & System Settings** links available on the home page of the website [www.ireps.gov.in](http://www.ireps.gov.in).
- ii. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-C. In addition to Annexure-C, in case of other than Company/Proprietary firm, Annexure C-1 shall also be submitted by the each member of a Partnership Firm/Joint venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
- iii. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- iv. In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during the process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to two years.

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- v. In case of any information submitted by the tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.
- vi. **Legal charges:** A fee of Rs.200/- per legal document like partnership deed or power of attorney executed before or after the execution of the contract will be recovered from the contractor for obtaining legal Advice from the Law Officer.
- vii. **Validity of the contract:** The contract will be considered as effective from the date of issue of the acceptance letter. **The contractor must commence the work within 30 days of the issue of the letter of acceptance. This contract shall be valid for a period of 06 Months from the issue of the letter of acceptance.**
- viii. Before quoting for the work, tenderers are advised to visit the site personally to ascertain the quantum of work; Tenderers shall also acquaint themselves with the local conditions, nature of work and all other matters pertaining thereto.

### 3. Tender specifications & scope of work:

1) **Place of Work:** Work of implementation of RDSO instructions regarding standardized location for fitment of fire & smoke detection system (FSDS) in AC Coaches at LTT Coaching Depot of Mumbai division or any other location as instructed by competent authority.

#### 2) SCOPE OF WORK

A. **Description:** Work of implementation of RDSO instructions regarding standardized location for fitment of fire & smoke detection system (FSDS) in AC Coaches at LTT coaching depot as per **RDSO L.No. MC/ACF/Fire Detection/AC dated 27.07.2024**

#### B. Scope of work:

- i. The subject work shall be carried at LTT Coaching depot or any other coaching depot over Mumbai Division as per requirement of Railways.
- ii. The subject contract shall be carried out as under:

| S.No. | Description of work                                                                                                                                                                                                                                                                                                         |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Provision of Partition in <b>AC III Tier LHB Coaches</b> between Attendant cabin and FSDS supply panel Measurement as per Drg No. SR SK no. C&W 4262/BG.                                                                                                                                                                    |
| 2     | Provision of Partition in <b>AC II Tier LHB Coaches</b> between Attendant cabin and FSDS supply panel Measurement as per Drg No. SR SK no. C&W 4261/BG.                                                                                                                                                                     |
| 3     | Provision of Partition in <b>LWFAC LHB Coaches</b> in Attendant cabin and FSDS supply panel by Providing an Acrylic Sheet Window at standardized location.<br><b>Note:</b> SS Partition shall be provided using SS-304 sheet of at least 02 mm thickness. This partition should be openable for maintenance of FSDS system. |

The tendered quantity is tentative and may increase/decrease as per population of coaches available at the time of implementation.

- iii. The fitment work of the sliding door with handle groove channel in the remaining Linen space area will be done by contractor.
- iv. After partition, there should be free left & right movement of the sliding panel.

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- v. The contractor has to carry out complete work with respect to material, manpower, machine etc on his own, Railway shall not provide any manpower or material assistance for the same.
- vi. The contractor shall provide a test certificate from authorized NABL lab for material being utilized for carrying out the subject work.
- vii. Electricity, pneumatic air and water will be provided by the Railway administration without any charges (if required). The supply of the above shall be made available at existing points and extension required shall be the responsibility of the contractor.
- viii. It shall be noted that the subject work shall be carried out in maintenance lines wherein the rakes shall be stabled for at most 06 hours, wherein other agencies shall be carrying out their respective work, the contractor has to cooperate and carry out the work without any dispute. **No standalone coach except coaches placed in sickline shall be provided for the subject work.**
- ix. The contractor shall submit his active mobile number, email address to be used for communication of notices, information etc during the currency of contract. Any change in the same shall be promptly communicated to the office of Sr.CDO/LTT in writing by the authorized person deputed for liaisoning in the subject contract.
- x. Necessary open space will be provided by the Railways free of cost for storage of material based on availability, in case there is no available space in the depot the contractor can provide a porta cabin for accommodation of his material required for the subject work. However, the Railway shall not be responsible for the safety of the items and the space shall under no circumstances be used for any other purpose.
- xi. No boarding and lodging facilities at any station to the staff of contractor will be made available by Railway administration.
- xii. Railway shall be final authority for settling dispute if any, the decision of Railway in this regard shall be final and binding upon the contractor.
- xiii. Railway will not be responsible for any accident (fatal or non-fatal) or injury to any personnel of the firm or any financial implications arising there upon. It will be the sole responsibility of the contractor to guard and protect his assigned staff & material during the contract period. The contractor has to compensate any loss or damage caused in the premises to Railway property by his representative while rendering his duties at Railway premises.
- xiv. The contractor shall at all times indemnify the Railway Administration which may be made against all claims under the workmen compensation Act of 1923 or modification thereof or any statutory otherwise in respect of any damage or compensation payable in consequences of any accident or injury sustained by any person during performance of the contractual work.
- xv. The contractor shall be liable to pay for direct losses, damages caused to the Railway Administration by him or his workmen knowingly or unknowingly while they are in Railway premises working or not working. The amount to be recovered will be determined by the authorized representative of Sr. CDO/LTT, the decision for the same shall be final and binding on the contractor.
- xvi. All essential items like drinking water, sanitation facilities etc. shall be provided by the Railways. However the conservancy charges, as applicable, shall be deducted from the bill.
- xvii. Before commencement of work the contractor shall prepare ID cards (endorsed by Railway representatives authorized by Sr.CDO/LTT). These ID cards shall be endorsed on submission of the same along with Police verification, medical fit certificate of the respective personnel. These IDs should be carried so that Railway

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- Security can identify them. The ID should be worn by the contractor's labour on left side pocket every time, during their presence on Railway Premises/Trains
- xviii. The contractor should ensure that during his work execution there should not be any obstruction affecting Railway work & safety of Railway staff. He shall ensure that the workplace remains clean.
- xix. The contractor will not employ any unethical practices to compromise the quality of work. The contractor or his men will not use any such means, which will affect the quality of work and may cause damage to Railway property due to such practice, for which contractor will be solely responsible. If any such incident takes place and the Contractor is found responsible, Railways will reserve the right to terminate the Contract immediately.
- xx. **01 No. Desktop Data Acquisition units (HP/LENOVO/DELL make, minimum specification- core i-5-12th Gen Intel Core, Ram-12 GB, SSD capacity 1TB, Minimum 21" Display) each with UPS and Colour typographer units of (HP/CANNON/EPSON make - inkjet only) shall be provided by the contractor for record keeping of activities being carried out in the subject contract. Maintenance of the same shall be the responsibility of the contractor. These PCs UPS & Printers shall be handed over to Railway in good working condition after completion of the contract.**
- xxi. **Warranty period:** The subject work shall be under warranty for a period of **12 months** from the date of fitment with respect to Material and workmanship.
- xxii. **Period of contract:** The subject work shall be completed within **06 months** from the date of issuance of LOA. The work has to be physically commenced on coach within **30 days** from the date of issuance of LOA.
- xxiii. **Penalty Clause:**
- a) A penalty of **Rs.500/- per day** shall be imposed in case the contractor fails to commence the subject work within 30 days from the date of issuance of Letter of acceptance. On the 30th day, a 7 days notice in accordance with GCC-Works 2022 shall be served to the contractor and necessary action for abandonment of contract by the contractor shall be initiated. This 7 day notice shall be served to the contractor through electronic medium i.e. through email submitted by the contractor and/or available through bid documents submitted while participation in the tender for the subject work.
  - b) The contractor shall complete the subject work within 06 months failing which a penalty of **Rs.200/- per coach per day** shall be imposed till completion of the same. It should be noted that once a coach goes into service, it may only be available again after 2/3/4 days. The penalty will be cumulative until the coach is attended.
  - c) Non use of PPE kits by contractor staff shall be penalized at **Rs.500/- per person per day**.
  - d) In case the contractor does not attend warranty within 03 days from notice date a penalty of **Rs.500/- per instance per day** shall be levied on the contractor till date of attention. Notice for the same shall be intimated in writing through suitable electronic medium by Railway.
  - e) In case the contractor damages any parts of Coach or any part of Railway assets during the work then a penalty @ Rs.1000 per item plus cost of damaged item (as decided by Railways) shall be levied on the contractor.

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xxiv. **Bills:** Bills (Monthly) for the work done under this contract shall be prepared in duplicate on or before 7th day of each month by the Contractor in respect of the work done. Such bills shall be submitted to the Sr. CDO/LTT and when passed for payment by the Sr. Divisional Finance Manager, payment of amount due will be made through EFT / NEFT. Mandate form of EFT/NEFT is enclosed as Annexure F.

- a) **Payment for installation:** Payment for installation shall be made on submission of joint reports for all the coaches completed in any particular month. No payment for supply of material shall be made to the contractor, payment shall be made per coach.

**Note:** Net payment for the subject contract shall be made after deduction of statutory obligation such as Income tax, TDS, conservancy charge, penalties, security deposits etc.



# Central Railway



नारायण चक्रवर्ती - रेल मंत्रालय  
अनुसंधान अभिकल्प और मानक संगठन  
लखनऊ - 226 011  
EPBX (0522) 2451200  
Fax (0522) 2458500



Government of India - Ministry of Railways  
Research Designs & Standards Organisation  
Lucknow - 226 011  
DID (0522) 2450115  
DID (0522) 2465310



No.: MC/ACF/Fire Detection/AC

Dated: 27.07.2024

Principal Chief Mechanical Engineer

|                                                                                                          |                                                                                                     |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1. मध्य रेलवे, छत्रपति शिवाजी टर्मिनस, मुम्बई - 400 001.                                                 | 12. उत्तर मध्य रेलवे, हार्लिंग रोड, इलाहाबाद - 211 001.                                             |
| 2. पूर्व रेलवे, फेयरली प्लेस, कोलकाता - 700 001.                                                         | 13. उत्तर पश्चिम रेलवे, जयपुर - 302 006.                                                            |
| 3. उत्तर रेलवे, बड़ीदा हाउस, नई दिल्ली - 110 001.                                                        | 14. दक्षिण पश्चिम रेलवे, हुबली - 580 023.                                                           |
| 4. दक्षिण रेलवे, पार्क टाउन, चेन्नई - 600 003.                                                           | 15. पश्चिम मध्य रेलवे, जबलपुर - 482 001.                                                            |
| 5. दक्षिण मध्य रेलवे, रेल गिलायम, सिकन्दराबाद - 500 071.                                                 | 16. दक्षिण पूर्व मध्य रेलवे, आर ई आफिस काम्प्लेक्स, बिलासपुर - 495 004.                             |
| 6. दक्षिण पूर्व रेलवे, गार्डेन रीथ, कोलकाता - 700 043.                                                   | 17. इन्टीगरल कोच फैक्टरी, चेन्नई - 600 038.                                                         |
| 7. पूर्वोत्तर रेलवे, गोरखपुर - 273 012.                                                                  | 18. रेल कोच फैक्टरी, हुसैनपुर, कपूरथला - 144 602.                                                   |
| 8. पूर्वोत्तर सीमान्त रेलवे, मालीगाँव, गुवाहाटी - 781 011.                                               | 19. बी.ई.एम.एल., बेंगलूर काम्प्लेक्स, न्यू शिप्पासान्द्रा, पोस्ट बाक्स नं. 7501, बेंगलूर - 560 075. |
| 9. पश्चिम रेलवे, चर्चगेट, मुम्बई - 400 020.                                                              | 20. कोकण रेलवे कार्पोरेशन लि., कार्पोरेट आफिस, बेलापुर भवन, नवी मुम्बई - 400 614.                   |
| 10. पूर्व मध्य रेलवे, हाजीपुर - 844 101.                                                                 | 21. माडर्न कोच फैक्टरी रायबरेली - 229206                                                            |
| 11. पूर्व तटीय रेलवे, बीडीए रेटल कालोनी, रेलवे काम्प्लेक्स, चन्द्रशेखरपुरा, भुवनेश्वर, उड़ीसा - 751 016. |                                                                                                     |

Sub: Location for fitment of automatic Fire and smoke detection system (FSDS) in AC coaches.

Ref: (i) This office letter of even no. dated 04.07.2024.  
(ii) SR letter no. M/WS/87/DRG/LHB COACHES dated 19.07.24  
(iii) MCF/RBL letter no. MD46291 Vol. IV dated 16.07.2024.  
(iv) RCF/KXH letter no. MD22161 dated 11.07.2024.  
(v) ICF/Chennai letter no. MD/D/Safety/111A dated 24.07.2024.

Vide ref to above subject, Zonal Railways have raised below mentioned concerns regarding provision of FSDS unit on lavatory walls:

- FSDS system on lavatory wall is at risk of tempering by miscreants as system is exposed in open in gangway area.
- Difficulty in laying of cables and pipelines of FSDS system
- Infringement of FSDS unit with roof ceiling during maintenance
- FSDS unit mounted on lavatory wall may injure passengers

Further, during seminar on fire safety held at Liluah workshop on 26.6.24, issue of location for fitment of FSDS system in AC coaches was again discussed by Zonal Railways. In view of it, Zonal Railway and PUs were requested to provide suggestions/feedback for standardising the locations for fitment of FSDS in various IR coaches vide above ref (i) so as to address above mentioned issues

MCF, RCF, ICF and SR have submitted their suggestions/ comments vide letter under ref (ii), (iii), (iv) and (v) respectively. In their feedback, it is suggested that FSDS unit should be fitted in an enclosed space with transparent cover for proper monitoring. Suggestions received by SR, MCF, ICF and RCF are summarised in Annexure-A (Copy enclosed).

RDSO has carefully examined the references received from PU's/Zonal Railways and is in agreement that FSDS being a sensitive system related to passengers' safety, it is desirable that it is not be exposed to travelling public so as to

## Central Railway

avoid any tempering with system. Further, any tempering with the system may lead to brake application without any occurrence of fire, which is also not desirable. Hence, FSDS system is desirable to be fitted in an enclosed cabinet. Further, provision of FSDS on lavatory wall is desirable to be alternatively located to ensure ease of maintenance as suggested by PU's also.

Accordingly, based upon the suggestions from PU's/Zonal Railways and deliberations with suppliers of FSDS systems, it is advised that FSDS should be fitted in following locations of coaches:

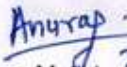
| S. No. | Coach type                 | Standardised Location of FSDS system                                                                                                                                                       |
|--------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | 1 <sup>st</sup> AC         | Separate enclosure in attendant cabin on PP side with provision of door having transparent opening by acrylic sheet.                                                                       |
| 2.     | 2 <sup>nd</sup> AC         | Separate enclosure in linen room (above attendant berth on NPP side) with metallic partition frame and transparent opening with acrylic sheet for visibility of indication of FSDS system. |
| 3.     | 3 <sup>rd</sup> AC         |                                                                                                                                                                                            |
| 4.     | 3 <sup>rd</sup> AC Economy | Existing location beside electrical cabinet (SBC panel) with transparent opening with acrylic sheet for visibility.                                                                        |
| 5.     | AC Chair car               | Separate enclosure with metallic partition frame opposite to pantry equipments on PP side with transparent opening with acrylic sheet for visibility.                                      |

**NOTE:** Above standardised location supersedes the instructions of RDSO letter no. MC/ACF/Fire Detection/AC dated 02.02.2024.

In view of above, PUs/Zonal Railways are advised to ensure the fitment of FSDS system as mentioned above. The copy of ref drawings and photos are enclosed at Annexure-B for ready reference.

This is for kind information and necessary action please.

DA: As above

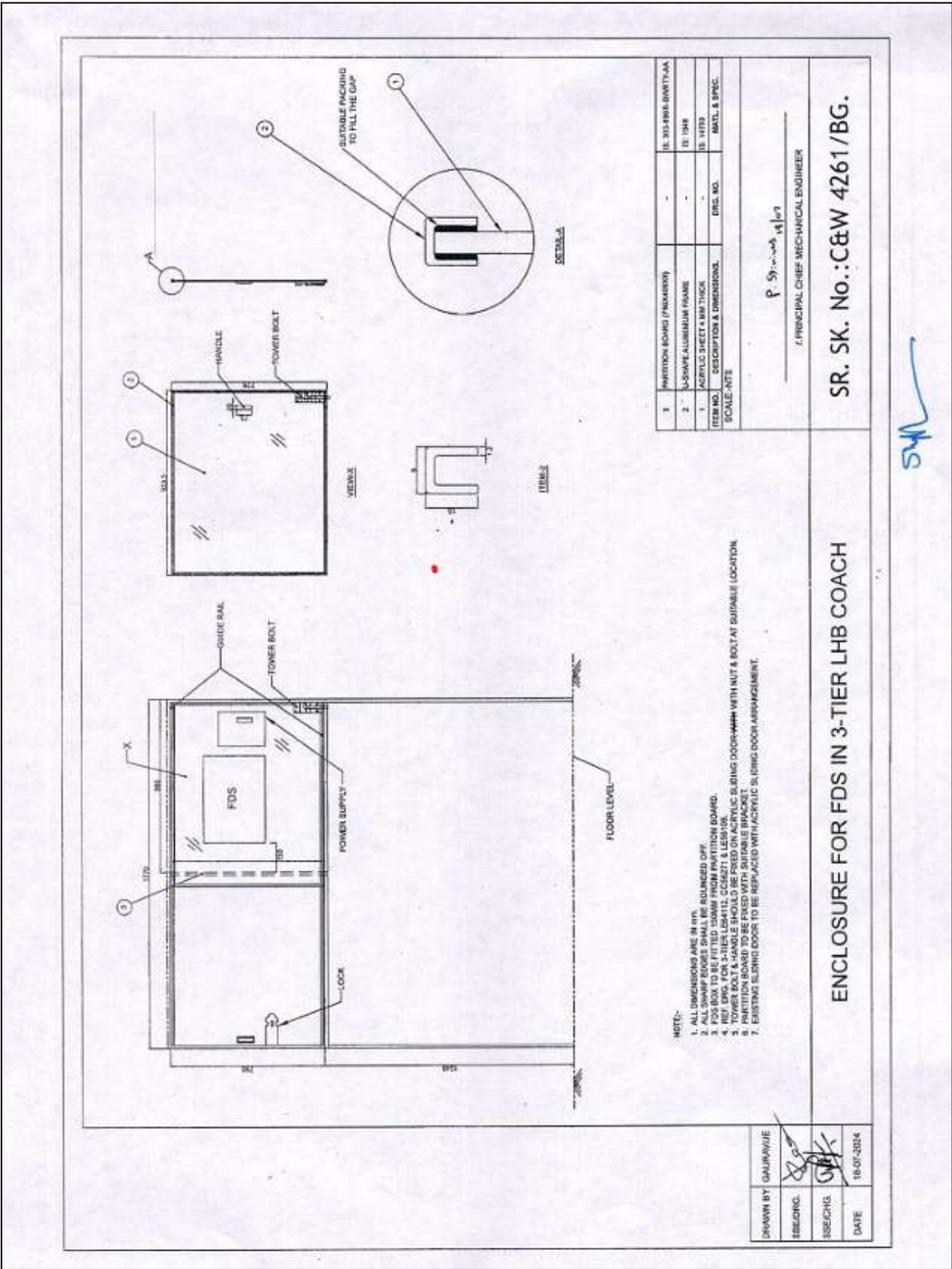
  
(Anurag Malk) 27.07.24  
Jt. Director/SS/Carriage

Copy to:

DME/Chg, Rail Bhawan, Railway Board, New Delhi – for information please



Central Railway







## Central Railway

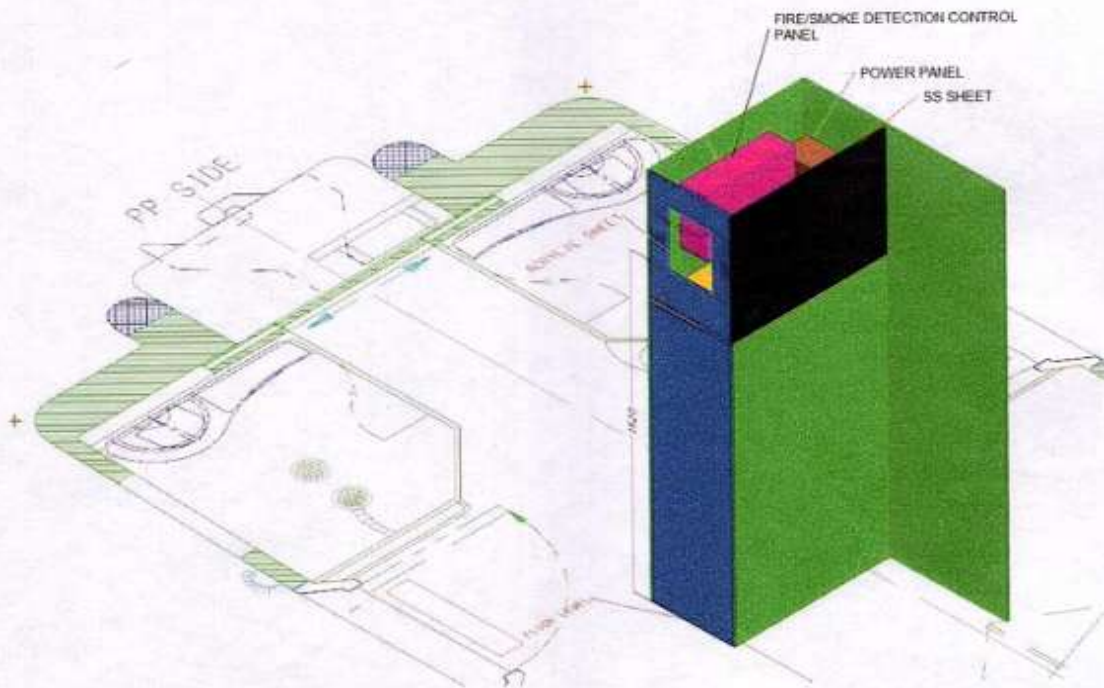
TRANSPARENT ACRYLIC SHEET

(240 X 300) mm



This area will be closed and used for fixing of Power module and VESDA

1<sup>st</sup> AC (LWFAC)



LOCATION OF FSDS IN FIRST AC COACHES

Syll

# Central Railway

## Offer Letter

**Tender No.:** BB.M.LTT.TC.FSDS.Partition.V2 dated 09.06.2026.

**Name of work:** Work of implementation of RDSO instructions regarding standardized location for fitment of fire & smoke detection system (FSDS) in AC Coaches at LTT Coaching Depot.

**To**

**The President of India**

**Acting through the**

**Divisional Railway Manager (Mechanical)**

**Central Railway, Mumbai (LTT)**

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **60** days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for Central Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **06** Months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up- to-date for the present contract.
3. A sum of **₹ 71,700/- (Rupees Seventy-One Thousand Seven Hundred Only)** has already been deposited online as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (i) I/We do not submit the performance guarantee within the time specified in the tender document/GCC.
  - (ii) I/We do not execute the contract documents within Seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (iii) I/We do not commence the work within Thirty days after receipt of orders to that effect.
4. I/We am/are a startup firm registered by \_\_\_\_\_ department of industrial policy and promotion (DIPP) and my registration number is \_\_\_\_\_ valid up to \_\_\_\_\_ (Copy enclosed) and hence exempted from submission of earnest money.
5. We are a Labour Cooperative Society and our Registration No. is..... with.....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Date:

\_\_\_\_\_  
Signature of Tenderer(s)

Address of the Tenderer(s)

## Central Railway

### MECHANICAL BRANCH MUMBAI DIVISION BID SCHEDULE

### Annexure A

**Name of work:** Work of implementation of RDSO instructions regarding standardized location for fitment of fire & smoke detection system (FSDS) in AC Coaches at LTT Coaching Depot. The details are as under:

| Sr. No.                            | Item Description                                                                                                                                    | Qty | Unit  | Unit Rate all inclusive (in Rs) | Total Cost all inclusive (In Rs) |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|---------------------------------|----------------------------------|
| 1.                                 | Provision of Partition in AC III Tier LHB Coaches between attendant cabin and FSDS supply panel Measurement as per Drg No. SR SK no. C&W 4261/BG    | 403 | Coach | ₹7,117.45                       | ₹28,68,332.35                    |
| 2                                  | Provision of Partition in AC II Tier LHB Coaches between attendant cabin and FSDS supply panel Measurement as per Drg No. SR SK no. C&W 4262/BG     | 74  | Coach | ₹7,117.45                       | ₹5,26,691.30                     |
| 3                                  | Provision of Partition in LWFAC LHB Coaches in attendant cabin and FSDS supply panel by providing an Acrylic Sheet Window at standardized location. | 25  | Coach | ₹7,482.51                       | ₹ 1,87,062.75                    |
| <b>Total estimated Grand Total</b> |                                                                                                                                                     |     |       |                                 | <b>₹ 35,82,086.40</b>            |

**Total estimated all-inclusive cost of the work in Rupees (in words): (Rupees Thirty-Five Lakh Eighty-Two Thousand Eighty-Six and Paise Forty Only)**

**Note:**

- The above table is for illustrative purposes only. Tenderer(s) should quote the rate inclusive of all applicable taxes and levies etc. as per the rate schedule on IREPS website only.
- Tenderer(s) should quote the rate inclusive of all applicable taxes and levies, including statutory obligations like EPF, ESIC, Bonus, gratuity etc. Tax liability with respect to GST, if any, shall be paid as per prevailing rates subject to submission of GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway immediately after the award of contract.
- The quantity as mentioned above is only approximate and can vary (increase / decrease) due to unforeseen circumstances.
- The above work will be subject to the Standard General Conditions of contract in force on Central Railway as amended from time to time in addition to the Special terms and conditions as laid down above.

I / We hereby agree to carry out the work at the rates quoted by me/us duly accepted by Railway and abide by the special terms and conditions as laid down here in above.

**Tenderer signature and stamp**



# Central Railway

**Annexure B**

**(Annexure IV of GCC 2022)**

## CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

WHEREAS the Contractor has agreed with the Railway for performance of the works \_\_\_\_\_ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and will maintain the said works for a period of \_\_\_\_\_ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor \_\_\_\_\_ (Signature)

Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_

(For President of India)

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature of **Witnesses** (to Signature of Contractor) with address:

**Witnesses:**

# Central Railway

## Annexure C

(Annexure V of GCC-2022)

### FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER

#### ALONG WITH 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 ..... (Railway)\*\*, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer(s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.ireps.gov.in](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.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and the same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of up to two years. Further, I/we (insert name of the tenderer) \*\*..... and all my/our constituents understand that my/our offer shall be summarily rejected.

## Central Railway

9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of up to two years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE  
OF THE TENDERER

Place:  
Dated:

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

## Central Railway

### **Annexure C-1 (Annexure V(A) of GCC-2022)**

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

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

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

**SEAL AND SIGNATURE OF  
THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

**Place:**

**Dated:**



# Central Railway

## Annexure D

### **LIST OF SIMILAR NATURE OF WORKS EXECUTED BY THE TENDERER IN QUALIFYING PERIOD**

**(i.e. Last 07 (Seven) Years, Ending Last Day Of Month Previous To The One In Which Tender Is Invited)**

**(Only for tender value above 50 Lakh)**

| Sr No | Name of Work | Name of the contractor | Contract Agreement no. & date | Scope of work | Name of the employer / client | Annual turnover of employer / client in each of the previous three financial years & current financial year | Period of work | Date of commencement of work |
|-------|--------------|------------------------|-------------------------------|---------------|-------------------------------|-------------------------------------------------------------------------------------------------------------|----------------|------------------------------|
| 1     | 2            | 3                      | 4                             | 5             | 6                             | 7                                                                                                           | 8              | 9                            |
|       |              |                        |                               |               |                               |                                                                                                             |                |                              |

| Date of completion of work | Extension, if any | Actual date of completion of work | Contract value | Actual total payment paid to the contractor till completion of contract | Breakup of amount paid to contractor in qualifying period i.e. current and three previous financial years (for similar work only) | Performance of the firm as per employer / client | Penalty imposed, if any | Any other remarks, if any |
|----------------------------|-------------------|-----------------------------------|----------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------|---------------------------|
| 10                         | 11                | 12                                | 13             | 14                                                                      | 15                                                                                                                                | 16                                               | 17                      | 18                        |
|                            |                   |                                   |                |                                                                         |                                                                                                                                   |                                                  |                         |                           |

## Central Railway

### Annexure E

#### ACCEPTANCE / DEVIATION SCHEDULE

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

| Clause #                                              | Accepted (Yes/No) | If No list Deviation(s) |
|-------------------------------------------------------|-------------------|-------------------------|
| <b>Special Conditions and Specifications of work:</b> |                   |                         |
|                                                       |                   |                         |
|                                                       |                   |                         |
|                                                       |                   |                         |
|                                                       |                   |                         |
|                                                       |                   |                         |
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|                                                       |                   |                         |
|                                                       |                   |                         |
|                                                       |                   |                         |
|                                                       |                   |                         |

# Central Railway

**Annexure F**

## **MANDATE FORM FOR EFT/NEFT**

**1. PARTICULARS OF THE PARTY**

1. NAME: \_\_\_\_\_
2. ADDRESS: \_\_\_\_\_
3. PHONE NO: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX : \_\_\_\_\_
4. INCOME TAX PAN NO: \_\_\_\_\_ EMAIL ID: \_\_\_\_\_

**2. PARTICULARS OF BANK ACCOUNT**

- i) CITY: \_\_\_\_\_
- ii) BANK NAME: \_\_\_\_\_
- i) BRANCH: \_\_\_\_\_
- ii) BANK ADDRESS: \_\_\_\_\_
- iii) BANK TEL NO: \_\_\_\_\_ FAX NO \_\_\_\_\_
- iv) BANK MICR CODE (9 DIGIT): \_\_\_\_\_
- v) BANK IFS Code: \_\_\_\_\_
- vi) BANK ACCOUNT NO: \_\_\_\_\_  
(Please enclose a cancelled blank cheque)
- vii) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT): \_\_\_\_\_

3. 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

**4. DECLARATION BY THE PARTY:**

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

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

Signature of the party with Stamp

## Central Railway

Annexure G

(Annexure -XVII of GCC 2022)

### **FORMAT FOR BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

Name of the issuer of surety bond:  
President of India,  
Acting through Sr. DFM/CSMT,  
Central Railway, Mumbai-400001.

Date:.....

Surety Bond No:.....  
Amount of Bond:.....

Issue Date :.....  
Expiry Date:.....

WHEREAS, In consideration of the President of India acting through \_\_\_\_\_, Central Railway, Mumbai-400001, Maharashtra (hereinafter called "The Railway") having accepted the bid of M/s **XXXX** hereinafter called the contractor, for the work of **XXXX** under invitation of bids No **XXXX** Dated **XXXX**, vide Letter of Acceptance No. **XXXX**.

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹ **XXXX** (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, we, \_\_\_\_\_, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorized person of the Surety], have, at the request of the M/s. **XXXX** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [ *Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **XXXX**( **Rupees XXXX Only**) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and

## Central Railway

the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on **XXXX** (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

**Notwithstanding anything to the contrary contained in these presents,**

- a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXX Only)**.
- b. This Surety Bond shall be valid up to **XXXX** (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before XXXX [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the     day of 2026

15. The Insurance Surety Bond shall     be     verified     by     sending     mail     to  
[customer.care@sbigeneral. in].

## Central Railway

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

[Designation with Code No.].....

[P/Attorney] No.

### **Witness**

1.

2.

\*\*\*\*\*

[Note : All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

## Central Railway

### Annexure H

#### DECLARATION

As per GCC for works April 2022, Clause No 16 Employment/ Partnership etc. of Retired Railway Employees:

| Clause        | CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                            | WRITE YES/NO WHICH IS APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>16 (a)</b> | (1) Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being.<br><br>OR                                      | In case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the Tender.<br><br><b>THEN</b><br>The tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. |
|               | (ii) Should a tenderer being partnership firm/joint venture (JV)/registered society/registered trust etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement,<br><br>OR                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|               | (iii) Should a tenderer being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors.                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>16(b)</b>  | In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment. | <b>YES/NO</b><br><br>If yes then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.                                                                                                                                                                                                                                                                                         |

## Central Railway

|                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>16(c)</b>                                                                                                                                                                                                    | Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm company/joint venture (JV)/registered society/registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway. | <b>YES/NO</b>                                                                                                                         |
|                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                             | If yes then the tenderer at the time of submission of tender, will inform the Authority inviting tenders the details of such persons. |
| <b>Note:</b> If information as required as per 16. a), b), c) above has not been furnished; contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract, |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                       |

**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.**

I/We declare that I/We comply with the above Condition.

1. I/We declare that/certify that I/We am/are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders / contracts on date of opening of bids either in our individual capacity or as members of the JV Firm in which we were/are members.
2. I/We declare that I/any of our constituents have not been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by appropriate enforcing agency like Labour Commissioner etc.

SEAL AND SIGNATURE OF THE TENDERER

Place:  
Dated:



# Central Railway



भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
(रेलवे बोर्ड) (Railway Board)

No. 2018/CE-I/CT/9

New Delhi, Dated 04.06.2018

To  
As per list attached

**Sub:** Inclusion of 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders

**Ref:** (i) Railway Board's letter No. 2017/AC-II/9/10 Pt 3 dated 09.05.18  
(ii) Railway Board Letter No. 2017/AC II/9/10 Pt 1, dated 20.02.18

1. It has been decided by Board (MRS, MTR, ME, FC, CRB) that henceforth, all works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs 10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement.
2. As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth:
  - (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
  - (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System – the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
  - (iii) The option so exercised, shall be an integral part of the bidder's offer.
  - (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
  - (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
    - (a) The LC shall be a sight LC.
    - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

Prem Sagar  
Deingh

## Central Railway

- (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
- (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The

*Prem Sagar*  
*Basingh*

## Central Railway

*claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.*

- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).*
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).*
- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.*
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.*
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.*
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.*

3. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format. placed as Annexure – 1.
4. Necessary changes in IREPS and IPAS e-applications have already been carried out, for having option for payment to contractors through LC.
5. This issues with the concurrence of Finance Directorate of Ministry of Railways.

*Prem Sagar*  
04.06.18

(प्रेम सानर गुप्ता)

कार्यकारी निदेशक / सिविल इंजीनियरिंग(जी) / रेलवे बोर्ड

[Rly no. 030-44803, MTNL No.-011-23383379]

**No. 2018/CE-I/CT/9**

**New Delhi, Dated 04.06.2018**

Copy forwarded for information to:

- (i) PFAs, All Indian Railways.
- (ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

*Bal Singh*

**For Financial Commissioner/Railways**

Copy: MD/CRIS for information and necessary action.

# Central Railway

Annexure -1

Request letter from Executive branch to Accounts Office for opening of LC

Office of---  
---Railway

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

Dated \_\_\_\_\_

The PFA/ Sr.DFM/ Dy. FA  
HQ/ Division/ Workshop/ Cost

Sub: Opening of LC  
Ref: Supply Order/ Contract Agreement No.

\*\*\*

It is requested to open a sight LC against the above referred Order/ Agreement in favour of

\_\_\_\_\_. The details of beneficiary are as under:

- (i) Name of Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/ Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary bank details:
  - a) Bank name
  - b) Address
  - c) Account No.
  - d) IFSC code

It is certified that the supplier/ contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of \_\_\_\_\_.

(xi) *Validity / Period for which LC is to be opened.*

(Signature)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

(Official Seal)

*Pransu Sagar*

*Pransu Sagar*



# Central Railway

Annexure-2

LCDA No. (18 DIGIT IPAS GENERATED NO.)

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

## DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/ Supply Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
(ii) Inland Letter of Credit No. \_\_\_\_\_ Dated \_\_\_\_\_

This document is issued against contract No.---(FROM IREPS)----- dated-----for supply/ work of ---  
(DESCRIPTION OF GOODS/ WORK FROM IREPS)-----

The beneficiary of the aforementioned Letter of Credit M/s ...(NAME AND VENDOR CODE)...(Vendor Code...as per IRPES...) is entitled to receive payment, aggregating INR...\$\$\$.....(FROM ABSTRACT OF BILL PASSED).. out of a total LC amount of INR...(FROM MASTER TABLE OF LC OPENED)..... against the first/second\* commercial Invoice No.(FROM IPAS) \_\_\_\_\_ dated \_\_\_\_\_ FROM IPAS \_\_\_\_\_ for INR(FROM IPAS )----- raised against the above contract from State Bank of India---(branch-FROM LC MASTER TABLE)---, on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

| S. No.     | Invoice No. | Invoice date | Invoice Amount<br>(INR) | LCDA No. | LCDA date | Amount paid<br>(INR) |
|------------|-------------|--------------|-------------------------|----------|-----------|----------------------|
|            |             |              |                         |          |           |                      |
|            |             |              |                         |          |           |                      |
|            |             |              |                         |          |           |                      |
|            |             |              |                         |          |           |                      |
| Total Paid |             |              |                         |          |           |                      |

THIS PAYMENT: - \$\$\$ \_\_\_\_\_

LC BALANCE AFTER THIS PAYMENT: \_\_\_\_\_

(Signature of authorised Railway authority)

Name

Designation

Official Seal

*Pran Sagar*  
*Peking*

## Central Railway

GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
(RAILWAY BOARD)

No. 2018/E(LI)/AT/CNR/3

dated : 24.01.2018

The General Manager  
All Indian Railways and PUs  
(as per standard list)

**Sub: Compliance to statutory provisions of applicable Labour Laws relating to "Contract Labour" hired by Railways either directly or through Contractors.**

- Ref: (i) Board's letter No. E(LL)2005/AT/CNR/64 dated 10.11.2005  
(ii) Board's letter No. E(LL)2005/AT/CNR/16 dated 29.08.2006  
(iii) Board's letter No. 2012/CE-I/O/22 dated 14.12.2012  
(iv) Board's letter No. E(LL) 2015/PNM/AIRF/1 dated 20.10.2015  
(v) Board's letter No. 2016/E(LL)/AT/MW/1 dated 05.06.2017

Apropos the subject cited above. As the Railways are aware, Indian Railways executes a wide range of works for creation, repair and maintenance of its various assets including stations, coaches, wagons, coaching depots, locomotives, tracks, etc. Sometimes, Contracts are also entered for rendering services too. Some of these works/services are executed by way of outsourcing to external agencies. The external agencies (Contractors) work for the Railways and engage workmen towards execution of these contracts. A large number of these workmen are classifiable under the term 'Contract Labour'. It is to be noted that the statutory provisions of many beneficial legislations for protection of such 'Contract Labour' cast obligations both on the 'Contractors' as well as on relevant departmental heads of Zonal Railways, Divisions, Units etc. as "Principal Employer" (wherever defined in various Labour Laws).

2. One of the principal legislations for protection of contract labour is "Contract Labour (Regulation and Abolition) Act (CLRA), 1970" read with "Contract Labour (R&A) Rules, 1971". Moreover, attention is also drawn to few of the important legislations/provisions:-

- (i) Minimum Wages Act (MWA), 1948 and Minimum Wages Rules (MWR), 1950, wherever applicable;
- (ii) Employees' Provident Fund and Miscellaneous Provisions Act (EPF and MPA), 1952 and Employees' Provident Fund Scheme (EPFS), 1952, wherever applicable. It is to be noted that though as per Section 1(3), read with Section 16 of this Act, and notifications issued thereunder, the Indian Railways are not directly covered, however, Contractors working in Indian Railways are covered under the provisions of the Act. In this connection, para 2 of the Board's letter no. 2012/CE-I/CT/O/22 dated 14.12.2012 refers.
- (iii) Employees' State Insurance Act (ESIA), 1948, Employees' State Insurance Rules (ESIR), 1950 and Employees' State Insurance (General) Regulations, 1950, wherever applicable;
- (iv) The Employees' Compensation Act (ECA), 1923, wherever applicable;
- (v) "General Conditions of Contract (GCC) of Indian Railways as amended vide Railway Board's letter No. 2012/CE-I/CT/O/22 dated 14.12.2012. These specifically lay down the



## Central Railway


-2-

role and responsibility of the Zonal Railways etc. as Principal Employer under aforesaid Acts.

Hence, violation of any of aforesaid legislations/any other applicable Labour Legislations would entail punitive/penal proceedings under relevant laws against Contractors as well as against Principal Employers.

3. However, it has been recently brought to the notice of the Apex level and Board that Contractors have been indulging in many irregularities especially in payment of wages to Contract Labour. It has also been brought to attention that Contract Labour employed in various Railway departments are not being paid Minimum Wages as per the latest Minimum Wages orders (w.e.f. 01.04.2017). It may be recalled that orders of Ministry of Labour and Employment on Minimum Wages have been circulated vide Railway Board's letter No. 2016/E(LL)/AT/MW/1 (RBE No. 50/2017) dated 05.06.2017. Moreover, recently, there has been allegations that some unscrupulous Contractors are resorting to various stratagem to deceitfully deprive Contract Labour of their rightful wages. Such deceitful practices include (i) Payment of less wages through cash; and (ii) forcibly grabbing, beforehand, of ATM/Debit Cards of Contract Labour so that Contractors can withdraw, unauthorisedly, part of the wages (paid in the bank directly) received by Contract Labour. Non-payment of minimum wages to the workers is a criminal offence since it violates the statutory provisions. In order to curb/eliminate such malpractices, Railway Board have been repeatedly issuing detailed instructions on the subject matter. Some of these are cited in reference of this letter. Keeping in view of the fact violation of Minimum Wages Act, 1948 and related orders, deprive Contract Labour of their just and legal rights and also leads to violation of conditions of Contract (exposing Principal Employer to the risk of proceedings under these Acts), these unscrupulous Contractors are liable to be taken up under relevant punitive/penal proceedings. It is directed that whenever any complaint in this regard is received, stringent deterrent penal actions should be taken by following due procedure.

4. In view of the fact that the Contract Labour are engaged by various departments of Zonal Railways, PUs, etc., it is incumbent on the Principal Heads of the departments to put in place a robust mechanism so that no violation of labour laws takes place in their respective departments. It is, therefore, directed that if any such/other complaints are received, the guilty contractors should be black-listed and their Contract should be terminated following the due procedure, apart from initiating criminal proceedings against them with the help of Labour department officials. Since, non-compliance of terms and conditions of GCC entails violation of contractual obligations, any reluctance on the part of a contractor to award minimum wages to contract labour, for the period during which he had admittedly worked, is violative of contract conditions, illegal, unfair and violates the Fundamental right of the Right to Life. Therefore, the Railways are directed to ensure the compliance of the labour laws (particularly registration as Principal Employer, ensuring that Contractors have requisite license and ensuring other beneficial provisions) and related orders as well as to see that payment of minimum wages to the contract labour engaged directly (Such as Para-medical staff etc.) or through Contractors is ensured, both in letter and spirit.

  
(Manju)  
Joint Director (E/LL)  
Railway Board.

## Central Railway



भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
(रेलवे बोर्ड) (Railway Board)

No. 2018/CE-I/CT/4

New Delhi, Dated 17.10.2018

To,

As per list attached

**Sub:** Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

1. Clause 54 & 55 of Indian Railways General Conditions of Contract deals with Wages to labour and action in case of default of contractor to payment of wages.
2. In order to increase transparency in payment of Contract Labour wages and other payments, a web based e-application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in).
3. All contractors are required to upload details of their LoAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. **The details so uploaded shall be available in public domain.**
4. In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/ PUs etc. shall introduce a special condition in their tender documents of the tenders to be called henceforth. The special condition is as under:

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/ updation 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

अंगिरस कुमार  
17/10/18  
Rising



## Central Railway

- update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- 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 Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_ Month, \_\_\_\_ Year."
5. This issues with concurrence of Finance directorate of the Ministry of Railways.

(अनिल कुमार)  
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड  
[Rly: 030-47598, MTNL: 011-23047598]

No. 2018/CE-I/CT/4

New Delhi, Dated 17.10.2018

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

For Financial Commissioner/Railways

**END OF TENDER DOCUMENT**