



North Eastern Railway

**MECHANICAL WORKSHOP, IZZATNAGAR
TENDER DOCUMENT**

E-Tender Notice No.	:	M/301/IZNS/26-27/OT-07
Name of the work	:	Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years
Place of Work	:	Mechanical Workshop, N.E. Railway, Izzatnagar, Bareilly-243122.
Estimated Cost of Tender	:	₹ 7137851.00/-
Date of Tender Opening	:	15.05.2026
Cost of Tender Document	:	NIL
Bid Security	:	₹ 142800.00/-
Bid Validity	:	40 days.
Issued To	:	

**Office of the
Chief Workshop Manager
Mechanical Workshop
North Eastern Railway, Izzatnagar,
Bareilly Pin Code-243122(U.P)**



NORTH EASTERN RAILWAY

E-Tender Notice No. M/301/IZNS/26-27/OT-07

E-Tenders for the work described below are invited by CWM, N.E. Railway, Izzatnagar for and on behalf of the President of India with Eligibility Criteria as mentioned in tender document.

S. N.	Brief Description of work	Approx. Cost (in ₹)	Bid Security (in ₹)	Cost of Tender document (in ₹)	Duration of work	Date of opening of tender
1.	Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years.	7137851.00 (Rupees Seventy One Lakh Thirty Seven Thousand Eight Hundred Fifty One Only)	142800.00 (Rupees One Lakh Forty Two Thousand Eight Hundred Only)	NIL	02 Years	15.05.2026 at 15.30 Hrs.

Note:-

- The complete information along with tender booklet of above E-Tenders will be available/uploaded since 30.04.2026 and shall remain on website www.ireps.gov.in upto 15.00 hrs on due date 15.05.2026 of tender opening.
- Bids other than those in the form of e-Bids shall not be accepted against above tenders. For this purpose, vendors are required to get themselves registered with IREPS website along with Class-III Digital Signature Certificate issued by CCA under IT Act-2000.
- Rates quoted online duly signed digitally shall be considered. Rates and any other financial entity in any other form/letter head if attached by vendors shall be straightway rejected and shall not be considered unless specifically mentioned in the Tender Document.
- Payment of Bid Security in respect of E-Tendering shall be accepted through net banking or payment gateway or as mentioned in the Tender Documents.

Dy. CME (Production)
Mechanical Workshop,
N.E.R. Izzatnagar
For and on behalf of President of India



पूर्वोत्तर रेलवे

ई-निविदा सूचना सं.- याँ/301/इज्जतनगर/26-27/ ओटी-07

मुख्य कारखाना प्रबंधक, पूर्वोत्तर रेलवे इज्जतनगर द्वारा भारत के राष्ट्रपति की ओर से निम्नलिखित कार्य के लिए निविदा प्रपत्र में अंकित योग्यता मापदंडों के अनुसार ई-निविदाएँ आमंत्रित की जाती हैं-

क्र म सं.	कार्य का संक्षिप्त विवरण	अनुमानित मूल्य (₹0 में)	बिड सिक्योरिटी (₹0 में)	निविदा प्रपत्र का मूल्य (₹0 में)	कार्य अवधि	निविदा खुलने की तिथि व समय
1	याँत्रिक कारखाना, इज्जतनगर एवं/अथवा सी.एंड. डब्ल्यू डिपो, इज्जतनगर मंडल में एलएचबी एसी कोच के एफ.आर.पी. आर.एम. पी.यू ट्रफ़ को निकालने के साथ स्टेनलेस स्टील ट्रफ़ असेंबली व ड्रेन पाइप अरेंजमेंट की आपूर्ति व लगाने का कार्य (स्कोप ऑफ़ वर्क के अनुसार) 02 वर्ष की अवधि हेतु।	7137851.00 (रुपये इकहतर लाख सैंतीस हजार आठ सौ इक्यावन मात्र)	1,42,800.00 (रुपये एक लाख बयालीस हजार आठ सौ मात्र)	शून्य	02 वर्ष	15/05/2026 15:30 बजे

नोट :-

- उपरोक्त ई-निविदा का पूर्ण विवरण निविदा प्रपत्र सहित दिनांक 30.04.2026 से वेबसाइट www.ireps.gov.in पर टेंडर खुलने की तिथि 15.05.2026 को 15:00 बजे तक उपलब्ध है।
- उपरोक्त निविदा में ई-बिड के अतिरिक्त किसी अन्य रूप में बिड स्वीकार नहीं की जायेगी। इस प्रयोजन हेतु वेंडरों को चाहिए कि वो अपने आपको IT Act 2000 के अंतर्गत CA द्वारा जारी क्लास-III डिजिटल हस्ताक्षर प्रमाण पत्र के साथ ireps वेबसाइट पर पंजीकृत कराएं।
- निविदा की दरें केवल डिजिटल हस्ताक्षरित ऑनलाइन दर्ज करने पर ही विचारणीय हैं। यदि निविदा प्रपत्र में विशेषतः उल्लेखित नहीं है, ऐसी स्थिति में दरें तथा अन्य वित्तीय प्रभार अन्य किसी भी लैटर हेड पर यदि संलग्न हैं तो उस पर विचार नहीं किया जायेगा तथा सीधी तौर पर अस्वीकृत कर दिया जायेगा।
- ई-निविदा हेतु बिड सिक्योरिटी का भुगतान नेट बैंकिंग अथवा भुगतान गेटवे अथवा निविदा प्रपत्र के अनुसार स्वीकार किया जायेगा।

उपमुयाँई/उत्पादन
याँत्रिक कारखाना, पूर्वोत्तर रेलवे, इज्जतनगर
कृते भारत के राष्ट्रपति की ओर से

N.E.RAILWAY
(Tender Form (First sheet))

E-Tender Form No: M/301/IZNS/26-27/OT-07

Name of Work: Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years.

To

**The President of India,
Acting through CWM/ Mechanical Workshop, N.E. Railway
Izzatnagar, Bareilly-243122.**

1. I, we _____ have read 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 40 **(Forty) days** from the date fixed for closing of the tender and in default thereof I/we will be liable for forfeiture of my/our 'Bid Security' deposit. I/we offer to do the work for North Eastern Railway, at the rates quoted in the attached bill(s) of quantities online and hereby/bind myself/ourselves to complete the work within **24 Months (02 years)** from the date of commencement of the work.
2. I/we also hereby agree to abide by the Indian Railways Standard General Conditions of Contract- April 2022 with all correction slips up to date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips upto-date for the present contract.
3. A Bid Security of **₹142800.00 (Rs. One Lakh Forty Two Thousand Eight Hundred Only)** has already been deposited online/ submitted as Bank Guarantee Bond. Full value of Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if: -
 - a. I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b. I/We do not execute the contract documents within 07 (seven) days after receipt of notice issued by the Railway that such documents are ready; and
 - c. I/We do not commence the work as specified in the Tender Document.
4. I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/ our offer for this work.

Signature of Tenderer:
Full Name of the tenderer:
Name of the Firm:
Date:
Address:

N.E. RAILWAY**MECHANICAL WORKSHOP, IZATNAGAR****TENDER NO. M/301/IZNS/26-27/OT-07****GENERAL CONDITIONS OF CONTRACT-**

The contract shall be governed by IR GCC- April 2022 with latest correction slips, however, some of the important features / specific clauses of IR GCC April 2022 are given below for the convenience of tenderer(s):

- 1. Technical Eligibility Criteria:-** The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,

OR

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,

OR

One similar work costing not less than the amount equal to 60% of advertised value of the tender.

Similar Nature Work Definition: -

“Manufacturing or fabrication work involving cutting and welding work in Govt. or PSU organization.”

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

- 2. Financial Eligibility Criteria: -** The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less;

where V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per **Annexure-IX**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

NOTE for Clause 1 and 2:

Tenderer(s) must submit documentary proof in regard to fulfilling these eligibility criteria along with their offer. Each supportive documents/ certificates from the organizations with whom they worked/ are working should be enclosed. The offers of tenderer(s) who do not meet the eligibility criteria as mentioned above shall not be considered. The tenderers who fail to submit documentary proof along with their offer will not be considered.

Tenderer(s) may carefully note that their Contract Agreement for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse point comes to light subsequently. The decision of Railway administration in this regard shall be final and binding.

3. Documents to be Submitted Along with Tender

- i. The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust /Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be [as per GCC April – 2022 (PART-1) Annexure-1 item no 14 (i), Tenderer(s) are advised to dully fill and submit documents pertaining to constitution of firm as mentioned vide Annexure – XIII].
- ii. Following documents shall be submitted by the tenderer:
 - a. **Sole Proprietorship Firm:**
 - i. All documents in terms of Para 10 of Tender Form (Second Sheet) of IR GCC April 2022.
 - b. **HUF:**
 - i. A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of ‘Karta’ of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - ii. All documents in terms of Para 10 of Tender Form (Second Sheet) of IR GCC April 2022.
 - c. **Partnership Firm:**
 - i. All documents as mentioned in Para 18 of the Tender Form (Second Sheet) of IR GCC April 2022.
 - d. **Joint Venture (JV):** All documents as mentioned in Para 17 of the Tender Form (Second Sheet) of IR GCC April 2022 with latest correction slip.
 - e. **Company registered under Companies Act 2013:**
 - i. The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - ii. A copy of Certificate of Incorporation
 - iii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

- iv. All other documents in terms of Para 10 of the Tender Form (Second Sheet) of IR GCC April 2022.

f. LLP (Limited Liability Partnership):

- i. A copy of LLP Agreement
- ii. A copy of Certificate of Incorporation
- iii. A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- iv. An undertaking 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.
- v. All other documents in terms of Para 10 of the Tender Form (Second Sheet) of IR GCC April 2022.

g. Registered Society & Registered Trust:

- i. A copy of the Certificate of Registration
- ii. A copy of Memorandum of Association of Society/trust Deed.
- iii. A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- iv. A copy of Rules and Regulations of the Society.
- v. All other documents in terms of Para 10 of the Tender Form (Second Sheet) of IR GCC April 2022.

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

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

v. Joint Venture firms are NOT allowed in this tender.

vi. The Railway will not be bound by any change of Power of Attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

3.1 Other documents to be submitted along with the tender:

- a. The list of personnel/organization on hand and proposed to be engaged for the tendered work as per **Annexure-V** and similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work as per **Annexure-IV**.

- b. Details of work carried out by the contractor in last 07 financial years and current financial year as per **Annexure-II** and details of works in hand as per **Annexure-III**.
- c. Photocopy of GSTIN's registration certificate, Pan Card and photocopy of ESIC and EPF registration certificate (if applicable) should be attached along with tender document.
- d. **The tenderer(s) shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure – VII. In addition to Annexure-VII, in case of other than Company/Proprietary firm, Annexure VII(A) shall also be submitted by each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc, as the case may be. Non submission of certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.**

The 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.

In case any information submitted by tenderer(s) is found to be false forged or incorrect after the award of contract, the contract shall be terminated and 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 upto Two years.

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

4. **BID SECURITY:** The tenderer shall be required to submit the Bid Security ₹ **142800.00 (Rs. One Lakh Forty Two Thousand Eight Hundred Only)** along with the tender for the due performance with the stipulation to keep the offer open till the validity of the tender.

NOTES FOR CLAUSE 4

- (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as Startups' shall be exempted from payment of Bid Security deposit detailed above.
- (ii) Labour Cooperative Societies shall deposit only 50% of above Bid security detailed above.
- (iii) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer of Railway. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (iv) If his tender is accepted this Bid Security will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract April 2022. The Bid Security of other Tenderers

shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (v) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-XII** and shall be valid for a period of 90 days beyond the bid validity period as specified in the tender document.
- (vi) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
 - a. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - b. The original Bank Guarantee should be delivered in person to the **SSE/Tender Cell/Mechanical Workshop, Izzatnagar** before closing date for submission of bids (i.e. excluding the last date of submission of bids).
 - c. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the above specified period shall lead to **summarily rejection** of bid.
 - d. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender as specified in the tender document.
 - e. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be **rejected**.
 - f. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for - Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
 - g. The envelope shall be addressed to Chief Workshop Manager, North Eastern Railway, Mechanical Workshop, Izzatnagar, Bareilly-243122.
 - h. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

5. QUANTITY VARIATION:

- i. The accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply).
- ii. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

- iii. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
 - a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

6. Care in submission of Tenders:

As per clause no. 6 on page no. 6 and 7 of IR GCC- April 2022 with latest correction slip(s) issued by Railway Board in this regard.

- 7. Other terms & Conditions, Special Terms & Conditions etc. are available in tender documents and shall be applicable. It is also cleared that above acts and regulations are mentioned as per their original date of enactment, however, only their latest correction slip(s)/ version will be considered for governing the tender. The decision of CWM/IZN or his authorised representative in this regard shall be final and binding on the contractor.
- 8. If the date of opening of tender happens to be a BANDH or Holiday, the tender will be opened at the same time on the next working day.
- 9. Railway Administration shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever. In case, any discrepancy is noted in tender document submitted by tenderer(s), the Master document kept with Railway shall prevail and decision of Railway thereon shall be final and will be binding on the tenderer(s). No claim on this account shall be entertained.
- 10. **SUBMISSION OF TENDER:** E- tenders are invited for aforesaid work as under.
 - a. The Tender in general, shall be governed by the General Conditions of contract – April 2022 issued by ministry of railways (Railway Board) with latest correction slips. The ‘**Engineer of Railway**’ shall mean “The officer in executive charge of the work in Mechanical Workshop, Izzatnagar”. In the absence of officer in executive charge, the ‘Engineer’ shall be the available officer as nominated by CWM/IZN on that day.
 - b. ‘**Engineer’s representative**’ shall be “the concerned SSE in charge of execution of work”.
 - c. **The tender documents consist of Tender form (first sheet), General conditions of Contract, scope of work, special conditions of contract, Schedule of Rates and Pro forma I to XV. All of these as applicable must be submitted duly filled along with the offer, failing to which the tender is liable to be rejected.**
- 11. **Bid Validity:** The validity of the Bid must be kept open for **40 (Forty) days** from the date of opening of the tender.
- 12. **COMPLETION OF TENDER DOCUMENTS**
 - a. The tenders containing erasing and alteration in tender documents are liable to be rejected. Any correction made by the tenderer/s in his/their entries must be attested by him/them. No correction of typescript of tender form issued by Railway will be

taken notices of. If the contractor wishes to stipulate any conditions/deviations of his own, he should state them in Deviation Format **as per Annexure-XV**.

It should be noted however, that the Railway reserves the right not to consider such conditional tenders/deviations and reject the same without assigning any reasons. Only those additional conditions/deviations, which are explicitly accepted by the Railway, shall form a part of the contract.

- b. Each page of the tender documents is to be signed, dated & stamped by the tenderer(s) or such person/s on his/their behalf who is/are legally authorized to sign for him/them.

13. Rights of the Railway to deal with Tender:

- a. As per clause 7 on page 07 and 08 of IR GCC- April 2022 with latest correction slip(s) issued by Railway Board in this regard.
- b. The Railways reserve the right to accept in full/ a part thereof/reject the tender OR divide the tender amongst more than one tenderer if deemed necessary without assigning any reasons.

14. 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.

15. **Employment/Partnership etc. of Retired Railway Employees:** As per clause 16 on page 19 and 20 of IR GCC- April 2022 with latest correction slip(s) issued by Railway Board in this regard.

16. ACCEPTANCE OF TENDER:

- a. The successful tenderer/s shall be required to execute a contract agreement for carrying out the work. The address of the contractor as given in the agreement will be deemed as their business address and all letters etc. sent to that address by the Railway Administration shall be considered as duly delivered to the contractors in the ordinary course of post.
- b. The authority for acceptance of the tender does not undertake to assign reasons for declining to consider any particular tender or tenders. The accepting authority also reserves the right to accept in full/ a part thereof/ reject the tender or to divide the tender amongst more than one tenderer if deemed necessary without assigning any reason.
- c. The tenderer/s shall not increase his/their rate in case the Railway administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and if not agreed for reduction, rates originally quoted will be binding on the tenderer/s subject to acceptance by the competent authority.

17. **CONDITIONS OF CONTRACT AND SPECIFICATIONS:** Except where specifically stated otherwise in the tender documents, the work is to be carried out in accordance with “**Indian Railways General Conditions of Contract-April 2022**” with the latest correction slips issued. If any condition of tender document has been found against Railways rules, in those circumstances Railway Board’s guidelines will be followed.

However, Price Variation Clause (PVC) shall **NOT** be applicable in this contract.

18. **Performance Guarantee:** -The procedure for obtaining Performance Guarantee is outlined below:

- a. The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Start-up recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- b. If the tender is accepted on the quoted rates of the bidder which is below 5% of the advertised tender value, an additional performance security shall be submitted by the bidder amounting to 5%.**

- c. The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:

1. A deposit of Cash;
2. Irrevocable Bank Guarantee;
3. Insurance surety Bond as per Annexure-XIV.

Note: In case of extension of date of completion, selected bidder needs to submit extended Insurance Surety Bond/ Fresh Insurance Surety Bond/ Fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

4. Government Securities including State Loan Bonds at 5% below the market value;
5. Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
6. Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
7. Deposit in the Post Office Saving Bank;
8. Deposit in the National Savings Certificates;
9. Twelve years National Defence Certificates;
10. Ten years Defence Deposits;
11. National Defence Bonds and
12. Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

- d. The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- e. The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- f. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- g. Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- h. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - i. Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii. Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii. The Contract being determined or rescinded under clause 62 (IR GCC April 2022) of these conditions.

19. Security Deposit:

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

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

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract April 2022.

NOTE FOR CLAUSE 19

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

20. Refund of Security Deposit:

Security Deposit shall be returned to the Contractor along with or after, the following:

- a. Final Payment of the Contract as per clause 51.(1) of IR GCC April 2022 and
 - b. Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
 - c. Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of IR GCC April 2022, in case applicable.
- 21. Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of IR GCC April 2022, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of IR GCC April 2022, the Security Deposit shall not be forfeited.
- 22. Force Majeure Clause:** As per clause 17 on page 49 of IR GCC- April 2022 with latest correction slip(s) issued by Railway Board in this regard.
- 23.** The contractor shall ensure that, without prior written permission of the Railway, their service engineer/representative shall not remain in the Railways premises after completion of their specified timings or on completion of their work under this contract.
- 24.** The contractor has to also submit an **affidavit(बान्ड)/ शपथ प्रपत्र—**
(यदि माननीय उच्चतम न्यायालय द्वारा उक्त विशेष अनुज्ञा याचिका में शासन के पक्ष में निर्णय पारित किया जाता है तो उनके द्वारा ठेका अनुबन्ध पर अवशेष 100/- ₹0 से अधिक देय स्टेम्प शुल्क का भुगतान कर विभाग के लेखा शीर्ष में जमा कर दिया जायेगा।)
- 25.** The contractor clearly understands that if at any time, he/his agents or any of his men remove or cause to remove any railway material out of the Railway premises, his contract will be liable to immediate cancellation and his performance guarantee will be forfeited without affecting right of the administration to recover the price of the materials removed by the contractor or his men and taking any legal action against him or them.
- 26. The tenderer whether sole proprietor / a company or a partnership firm / registered society/ registered trust/ HUF/LLP etc. , if they want to act through agent or individual partner(s), should submit along with the tender, a copy of Power of Attorney duly stamped and authenticated by notary public or by magistrate in favour of the specific person whether he/ they be partner(s) of the firm or any other person, specifically authorising him/them to sign the tender, submit the tender and further to deal with the Tender/Contract up to the stage of signing the agreement except in case where such person is authorized for above purposes through a provision made in the Partnership deed/Memorandum of Understanding/ Articles of Association/Board Resolution failing which the tender shall be summarily rejected.**

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

Note for Clause 26: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

27. It should be noted that:

- a. The tender documents are not transferable.
- b. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of IR GCC April 2022 will be payable with interest accrued thereon.
- c. **Assignment or Subletting of Contract:** As per Clause 7 on page 44, 45 and 46 of IR GCC-April 2022 with latest correction slips(s) issued by Railway Board in this regard.
- d. the contractor shall supervise the work either personally or through his representative who must be literate & approved by the authorized representative of CWM, Mechanical Workshop, N.E.R. Izzatnagar in which case the representative should produce a letter of authority from the contractor as per form below:

I/We Contractors for the works of **“Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years”** hereby authorizemy/our representative to run and supervise the business of the above contract and do the necessary acts on my/our behalf.

- e. that the contractor shall keep an office where notice, letters and other communications may be delivered to him or his representative on his behalf provided also that any notice under these presents shall be deemed to have been duly served on the contractor.
- f. **Occupation and use of Land:** As per clause 6 on page 44 of IR GCC April 2022 with latest correction slip(s) issued by Railway Board in this regard.
- g. that the contractor shall abide by the provision of the contract labour (Regulation and Abolition) Act 1970 & Contract Labour (Regulation and Abolition) Central Rules 1971 or any modification thereby the prescribed authority. The contractor hereby agrees to indemnify the Railway Administration from and against all claim and penalties that may be suffered by the Railway Administration or any person employed by him by reasons of any default on the part of the contractor in the due observance of such enactment.
- h. The contractor shall be bound to observe and act up to the provision of the Workmen Compensation Act.

- i. The Railway administration shall not be liable for any loss or damage by theft, fire, accident, explosion or any cause whatsoever which may be suffered by the contractor and/or his hires executors.
- j. That when the contractor is a partnership firm the action of any one partner shall be binding on the others and such partner who does any act necessary for the firm that is usually done in carrying out the terms of the contract, shall bind his co-partners to the same extent as if they were their agent duly appointed for the purpose.
- k. That the contractor should satisfy himself by actual inspection of site and locality of the work and should take into account all conditions and difficulties that may be encountered during the operation before execution of contract agreement.**
- l. The Railway shall always have the right to add/ reduce any of the item of work mentioned in the schedule partially/wholly as per provisions of GCC-April 2022 with latest correction slips. The Railway will not in any way be liable to compensate the contractor for any loss that he may thereby suffer.
- m. That the contractor shall at his own cost provide all tools, equipment, material and labour as mentioned in scope of work and special conditions of the contract for the purpose of carrying out all work stated in this tender.
- n. If the contractor fails to perform any of the terms and conditions mentioned in the tender document, CWM, Mechanical Workshop, Izzatnagar or his authorised representative may determine the contract as per clause-61 & 62 of GCC- April 2022 or any other such remedy that seems suitable to Railway administration.
- o. That the contractor's failure due to negligence in the performance of any of the terms of this contract, Railway may either take action under the other provisions of the agreement or impose penalty. Such penalty shall be imposed by CWM/IZN or his authorised representative.
- p. Delay in payments of contractor's bills, will under no circumstances be accepted as an excuse for contractor's failure to carry out the terms of the contract satisfactorily.
- q. That the contractor understands that no pass for free Railway travel will be given to him or his men for the fulfillment of this contract. They shall not be entitled to use Railway telephone free of charges.
- r. The rates quoted online by contractor, if accepted by the competent authority of Railway, are final and must be adhered to. No enhancement of rate for any item will be allowed after the tender has been accepted.
- s. The contractor will have to attend the office of C.W.M, Mechanical Workshop, Izzatnagar on calls at his own expenses, no pass or allowance shall be provided by the Railway to the contractor if he is asked to attend office of CWM/IZN, neither passes nor free Railway travel will be given nor any traveling expenses, conveyance charges or halting charges etc. for manpower, material or machinery or any other resource will be paid to the contractor by the railway.
- t. The contractor shall not be allowed to terminate the contract before the expiry of the period of the contract scheduled in the agreement. However, Railway may determine the contract as per clause 61 and 62 of IR GCC- April 2022 with latest correction slip(s) of railway Board in this regard.
- u. If any staff/worker of the contractor is found indulging/ indulged in undesirable activities, the contract may be terminated or any other right and remedy as seems suitable to the engineer of Railways may be enforced without prejudice. The

decision in the regard as to determination of activity as undesirable/not-undesirable shall also rest with the engineer of Railways.

- v. The contractor shall be liable for the safety of his workmen during the course of contract it is made clear that no claim/compensation would be entertained for any type of accident/ incident involving his labour. Any compensation to his/their labour, however as required under law, would be payable by the contractor.
 - w. The contractor shall ensure on the works at all times, efficient and competent supervisor/ workmen to give necessary direction to contractor's workmen and to see that they execute their work in sound and proper manner.
- 28. STUDY OF LOCAL CONDITIONS:** The tenderer/s is/are advised to visit the site of work and investigate the actual conditions of works. The scope of work should also be examined before formulating the rates for complete items of work.
- 29.** The contractor shall not be entitled to make any claim, whatever against Railway under or by virtue of or arising out of the contract after he/they shall have signed a 'NO CLAIM' certificate in favour of Railways, in such form as shall be required by the Railway, after the work is finally executed.
- 30. DELIVERY PERIOD:**
- The earliest possible date of completion of the work is required. The engineer attaches utmost importance to timely completion and requests the Contractor to take note of the "Liquidated Damages" conditions as are applicable in case of delays/execution of works. Attention of contractor is invited to the fact that delay in completion of work beyond the stipulated date of completion of work as specified in the contract agreement will attract liquidated damages. In this regard contractor is advised to take note of clause 17 of IR GCC- April 2022.
- 31. COMISSIONS & DISCREPANCIES:** As per clause 4 on page no.4 of IR GCC- April 2022 with latest correction slip(s) issued by Railway Board in this regard.
- 32. Arbitration:** Any dispute regarding the contract will be dealt with in accordance with the relevant paras of Indian Railways General Conditions of contract- April 2022 with latest correction slips issued.
- 33. RIGHT TO THE RAILWAY TO DEAL WITH TENDERS:** The Railways reserve the right to accept in full/ a part thereof/reject the tender without assigning any reasons
- 34. OPTION FOR PAYMENT THROUGH LETTER OF CREDIT IN WORKS TENDER:** (Applicable for Advertise Value Rs. 10 Lakh or above) (As per Railway Board's letter no.2018/CE-I/CT/9 DATED 04.06.18)
- a. 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.
 - b. 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.
 - c. The option so exercised, shall be an integral part of the bidder's offer.
 - d. 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.

- e. In case tenderer opts for payment through LC, following shall be the procedure to dealer lease of payment through LC:
- i. The LC shall be a sight LC.
 - ii. The contractor shall select his Advising/Negotiating bank for LC. The incidental cost to wards issue of LC and its operation thereof shall be borne by the contractor.
 - iii. 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 2022-23. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued NORTH EASTERN RAILWAY 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.
 - iv. 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 finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - v. 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.
 - vi. The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
 - vii. The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
 - viii. The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
 - ix. On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
 - x. The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
 - xi. The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - xii. The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).

- xiii. The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- xiv. 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.
- xv. The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- xvi. The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

35. MINIMUM WAGES ACT, LABOUR LAWS: - Before starting the work the contractor will inform in written that how many workers will be engaged by him in this contract and will strictly follow the following rules:-

- (i) The contractor shall comply with all the legal provisions pertaining to industrial labour and hours of employment regulations in force. The wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT as amended from time to time. The risk to the life and limb of the contractor's staff should be covered by the contractor by way of an insurance policy/ESIC. Compensation to the Contractor's staff in case of accidents or otherwise shall be made by the contractor only. Further it is the responsibility of the contractor to ensure that the provisions of the Contract Labour (Regulation and abolition) Act/rule are not violated. The contractor should also follow all rules & regulations of Child labour act/law and same are not violated.
- (ii) The contractor has to ensure regular submission of all monthly, half yearly & yearly returns to the ESIC/EPF other statutory authorities and a copy to be submitted to the SSE/BG-POH Shop.
- (iii) The employer should ensure payment of minimum wages to the workmen working under the employer. Even in case the workmen working under any contractor, the employer should also ensure payment of wages under Minimum Wages Act.
- (iv) The Unit In-charge/Contractor concerned should maintain single register in connection with attendance of the workmen and also witness the acquittance roll for ensuring payment of wages under Minimum Wages Act.
- (v) Payment to labours by the contractor must be made directly through their Bank Accounts/Cheques and not by cash.
- (vi) While submitting the bill for payment, the contractor has to submit photocopy of the bank statement showing that payments to labourers have been made directly to bank accounts.
- (vii) The contractor will strictly adhere to the laid down provisions under: -
 - a. Payment of Wages Act, 1936 (amended version)
 - b. Minimum Wages Act, 1948(amended version) & Notification of Ministry of Labour (as when revised).
 - c. EPF & Misc. Provisions Act, 1952.
 - d. ESI Act, 1948 (applicable to establishment/factories)
 - e. Contract Labour (Regulation & Abolition) Act, 1970 & Contract labour (Regulation & Abolition) Central Rules, 1971.

- f. **Before the commencement of work, it is the responsibility of the contractor to submit the Labour License obtained from and as per the provisions/rules laid down by Central/ State Govt. and enforceable at that time.**

It is cleared that above acts and regulations are mentioned as per their original date of enactment, however, only their latest amendment/ correction slip will be considered for governing the tender. The decision of CWM/IZN or his authorised representative in this regard shall be final and binding on the contractor.

36. Mandatory condition:

- i. Contractor has to abide by the provisions of various labour laws in terms of clause 54, 55, 55-A and 55-B of IR GCC April 2022. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:
 - (a) Contractor shall apply for onetime registration of his company/firm etc. In the Shramik kalyan 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 Acceptance (LoAs)/Contract Agreement on Shramik kalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure upgrading of each wage payment to them on Shramik kalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- ii. While processing payment of any 'On Account Bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security Deposit' contractor shall submit a certificated to the Engineer or Engineer's representative that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month.....Year.

SAFETY RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra laborer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than one horizontal to four vertical.
2. Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder up to and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
5. Before any demolition work is commenced and also during the process of the work.
6. **All roads and open areas adjacent to the work site shall either be closed or suitably protected.**
7. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
8. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
9. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
10. Workers employed on mixing asphalt materials, cement and live mortar shall be provided with protective goggles.

11. These engaged in white washing and mixing or attacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
12. Those engaged in welding works shall be provided with welder's protective eye sight lids.
13. Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
14. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway Administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man for the period of Contract for such periods during which such staff is posted for the purposes. The Railway administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Railway Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys.

or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.

When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

15. Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions: These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
16. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects. Every Crane Driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.
17. In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
18. In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.
19. Motors, gearing transmission, electric wiring and the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on

electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

20. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
21. **Precautions while working in the vicinity of track: -**
 - (a) When the work is required to be done along or near existing Railway track, the contractors shall take steps as are necessary for the safety of the track, labour working at site. He/They will also be required to program his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
 - (b) In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagmen in some locations as additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Railway bears no liability whatsoever on this account.
22. Notwithstanding the above clause from (1) to (21) there is nothing in these to exempt the contractor or the operation of any other act or Rule in force in the Republic of India.
23. The contractor themselves will have to issue identity cards to their laborers & supervisors who are nominated for the work, indicating contract no. place of work etc.
24. In case of violation of safety and anything happens, railway will not be responsible.
25. Use of safety belts etc.
26. Factory Act all norms should be followed.

Dy. CME (Production)
Mechanical Workshop, N.E.Rly, Izatnagar
For & on behalf of President of India

SCOPE OF WORK

Name of the work: Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years.

A. The following works are to be executed by the contractor under this tender:

1. This work shall be carried out in AC LHB Coaches as per ICF CAI No. A-2022/03 (ICF L. No. ICF/QMS/MDM/File/F015 dated 19.07.2022) or latest CAI or as instructed by Engineer's representative of Railway.
2. The contractor has to supply SS RMPU Trough assembly to Mechanical Workshop, Izzatnagar which shall be accepted on the basis of **Third Party Inspection (TPI)** as per latest Railway Board guidelines on the basis of drawing/ specifications mentioned.
3. Contractor has to manufacture the SS RMPU Trough assembly at their premises. Contractor has to ensure safe transportation of SS RMPU Trough Assembly items with suitable packing from firm premises to Mechanical Workshop, Izzatnagar at their own cost. The contractor will maintain sufficient stock of material at Mechanical Workshop, Izzatnagar owing to balance between the space constraint and availability of buffer stock of material so that the work is not held up on account of unavailability of material..
4. Dimensions of FRP Trough below RMPU in incoming LHB AC coaches may vary based on manufacturing PU unit, type of coach.
5. Contractor has to manufacture the SS Trough as per dimensions of incoming coach FRP Trough. Contractor should take the measurements of existing FRP trough in nominated incoming coach. For manufacturing SS Trough, contractor should have to use both
 - i. CAI Drawings and
 - ii. Incoming coach FRP Trough dimensions, to make it fit in nominated coach.

In case any modification is required to match the dimensions of SS trough with the dimensions of the coach, the same shall be done by the contractor at no additional cost.
6. During manufacture of SS RMPU Trough Assembly and its fitment on coach, contractor has to follow the Procedure, Material, Type of Welding, Painting, Welding electrode etc. as mentioned in Drawings attached with CAI No. A-2022/03 and Tender.
7. The fitment work shall be carried out at Mechanical Workshop, Izzatnagar or C&W Depot of Izzatnagar Division, North Eastern Railway or at any other Depot as per the requirement of Railway. The contractor shall depute his/their resources as per the directions of Railway at the place nominated by Engineer of Railway. No additional cost for the work shall be provided by Railway in case the place of work is other than Mechanical Workshop, Izzatnagar. Railway will provide covered shed inside Mechanical Workshop, Izzatnagar premises. The decision over location of carrying out the subject work shall be final and binding on the contractor.
8. All the material required to manufacture and fitment of SS Trough assembly below RMPU, TIG welding machines, Argon Gas, Welding Electrodes, Grinder and other small tools/machines, screw, nut, bolt, washers, rivets etc. required for work is in the scope of Contractor.
9. It shall be noted that there are two (02) RMPU units per coach except Power cars and special type of coaches. The schedule of rates is "per coach" considering 02 (two) Nos.

RMPU per coach and payment will be done on “per coach” basis. For Power Cars & Special Coach, where only 01 (one) No. RMPU is provided, quantity considered will be 0.5 Coach (Half Coach) and payment will be done accordingly.

10. The contractor shall use his own Hydra (minimum 9 Ton capacity) for carrying out the RMPU lifting work or any other work as required. In case, Hydra of the firm is not available on a day, railway, solely on the basis of availability, may provide the Hydra for executing the contractual work at 1.5 times the accepted rate of schedule governing the provision of Hydra in this contract which shall be deducted from the running bills of the contractor. If both Contractor & Railway Hydra is not available on the said day, penalty as per the penalty clause shall be levied on the contractor.

11. FURNISHING RELATED WORK (to be executed by the contractor):

- i. Conditions of Ceiling panels below RMPU Trough will be jointly inspected by the contractor and Railway representative before starting the work in coach in view of removal, renewal, replacement etc. The contractor shall follow the direction of SSE/BG-CRS in this regard.
- ii. Ceiling panels of Gangway, Door way, above Linen room & Power panels, Lavatories and ceiling panels of abutting coach compartment (as per requirement) and any other accessory require for Provision of SS RMPU Trough shall be removed.
- iii. FRP RMPU trough, Silicone sealant etc. shall be removed by appropriate grit size sander/ grinding wheel/cutting wheel etc. to make the surface suitable for TIG welding.
- iv. After fitment of SS RMPU Trough, the Ceiling panels of Gang way & Door way, ceiling above linen room, ceiling above power panels & ceiling panels of Lavatory from inside the coach shall be refitted to entire aesthetics and satisfaction of Railway.
- v. If required, Ceiling panels inside the coach compartment shall also be opened and refitted for provision of SS RMPU Trough.
- vi. Ceiling panels should be opened and refitted carefully so that no damage occurs to coach components.
- vii. Removed ceiling panels and other associated accessories will be utilized for re- fitment if they are reusable in the view of SSE/BG-CRS. For this, the stripped/ removed components should be stored at safe place for reuse as per SSE/BG-CRS' directions.
- viii. All ceiling panels and associated accessories etc. opened for provision for SS RMPU Trough should be refitted after SS RMPU Trough installation. Any alteration required for proper fitment of ceiling panels below RMPU Trough will be under the scope of contractor which shall be done in consultation with SSE/BG-CRS.
- ix. In general, non-AC ceiling area arrangements opened for SS RMPU Trough provision will be refitted in the coach. However, due to any technical issue or otherwise, if non-AC ceiling area arrangement requires replacement, then it will be hung on conditional basis after joint inspection by SSE/BG-CRS and contractor's supervisor. In case of replacement, Ceiling panels shall be supplied by Railway free of cost.
- x. Supervision of Furnishing Related Work will be done by SSE/BG-CRS.

12. PIPE RELATED WORK (to be executed by the contractor):

- i. Roof ceiling covers to be unscrewed and removed for stripping of pipes.
- ii. Condition of existing fitted pipes, connectors and clamps to be jointly checked by Railway supervisor and contractor in view of removal, renewal, replacement etc. The

contractor shall follow the direction of SSE/Pipe Section in this regard. The pipe clamps to be stripped before removal of FRP trough.

- iii. The pipes, elbows, pipe clamps and connectors to be stripped carefully without damaging them. The useable released/stripped material will be refitted in the coach. The released reusable items should be stored at safe place designated by Railway supervisor.
- iv. Defective/damaged pipes and connectors to be replaced by new fittings in consultation with SSE/Pipe Section. New fittings will be in the scope of Railway.
- v. After fitment of Metal trough, released pipes and pipes clamps to be refitted.
- vi. After fitment of pipes and clamps, leakage testing is to be done. No leakage will be permitted.
- vii. Leakage testing and its rectification to be done in the presence of SSE/Pipe Section or any other authorized representative of CWM/IZN.
- viii. Roof ceiling covers to be fitted back after leakage testing.
- ix. Stripping and fitment of pipes and pipes clamps should be done with proper tools and tackles.
- x. Supervision of Pipe related Work will be done by SSE/Pipe Section.

13. AC RELATED WORK (to be executed by the contractor):

- i. Removal of silicon sealant, Disconnection of Harting coupler and stripping of control cable and power cable harness with conduits of RMPUs as per requirement.
- ii. Removal of silicon sealant and stripping of Metallic duct (return air and supply air) and mounting bracket fitted in coach of RMPU as per requirement.
- iii. After fitment of stainless-steel trough, re-wiring connection fitment and silicon sealant pasting as per requirement.
- iv. After fitment of stainless-steel trough, removal of old silicon sealant from coach body and metallic duct, cleaning (grinding/buffing) of metallic duct and coach body surface for re-fitment of metallic duct with rubber gasket, re-fitment of metallic duct (return air and supply air), re-fitment mounting bracket to be fitted in coach and silicon sealant pasting as per requirement.
- v. The linen cloth removal and related work shall be done by the contractor.
- vi. Supervision of AC Electrical Related Work will be done by SSE/ AC Electrical.
- vii. Contractor will have to arrange Hydra Crane, with fuel, operator etc. to carry out work and contractor shall deploy their own staff/operator for that activity at no additional cost than that accepted by Railway. Contractor's driver/ operator for Hydra/ Forklift etc. should ensure the availability of License for operation of Transport/Heavy vehicles in premises according to Motor Vehicles Act 1988, (Central Motor Vehicles Rules) CMVR 1989 and 1993. Contractors should also ensure that every vehicle entering into premises should have valid Registration card, Fitness certificate, Insurance, P.U.C. (Pollution under control) certificate and certificate related to goods carrying capacity of vehicle. The copies of all the certificate and license shall be submitted by the contractor to SSE/BG-POH before commencement of work.
- viii. The contractor shall make his own arrangement (T&P, M&P and Labour/ operator etc.) at his own cost for the purpose of transportation of the SS Trough and other material within workshop.

B. Qualification Standards for Welders: Qualification Standards for Welders as per Railway board letter No. 2025/M(W)1/814/6 dated 24.03.2025 as follows:

- a) Welder deployed should have welder qualification test certificate as per ISO:9606-1: 2017 (or latest) OR 7310 (Part 1): 2019 (or latest).
- b) Matriculation/SSLC plus ITI certification from a recognized institution (NCVT/ SCVT) in the Welder Trade.

OR

Act Apprentices trained and certified in the Welder trade by any Railway Unit, Government, Semi-Government, or PSU unit are also eligible.

- c) Competency Test by Railway Unit: The welders intended to be deployed by the contractor shall have to mandatorily undergo a competency test at Fabrication Shop, will be conducted by SSE/Fabrication in Mechanical Workshop, Izzatnagar, at least 02 sample pieces at the cost of Railway and if the trail is found satisfactory, Competency Certificate will be issued by respective Officer/SSE Fabrication Shop and welder(s) shall be permitted to execute the welding work under his contract. Any replacement/additional welder deployed by the contractor shall also mandatorily undergo this process.

In case competency test trail of the welder is found to be unsatisfactory, the expense of competency test will be Rs. 5319/- per person borne by the contractor.

A memo will be generated by SSE/Fabrication, against number of participant(s) has join the competency test. The amount will be deducted from the running bill(s) of contract against these memos.

If any participant fails in competency test, the charges for competency test will not be refunded.

Note for clause 10: Compliance of all three parameters (a, b, c) mentioned in this clause shall mandatory for welders to be deployed for work in this tender.

C. RAILWAY'S SCOPE OF WORK: -

- i. In case non-AC ceiling area arrangement requires replacement then it will be changed on conditional basis after joint inspection with SSE/BG-CRS and contractor's supervisor. In case of replacement supply of Ceiling panels is in the scope of Railway.
- ii. Defective / damaged pipes and connectors to be replaced by new in consultation with SSE/Pipe Section. Supply of new fitting, required to be changed on conditional basis, will be in the scope of Railway.
- iii. Railway will provide available covered shed inside Mechanical Workshop, Izzatnagar the decision over place and location of carrying out the subject work shall be final and binding on the contractor.
- iv. Electric supply and compressed air will be provided by Railway free of cost.
- v. Facilities at working place and Store for keeping contractor's supplied material shall be provided by the Railway free of cost solely on the basis of availability. Contractor's labours shall be permitted to utilize the existing facilities of toilets, drinking water etc. available at Mechanical Workshop, Izzatnagar on conservancy charges' basis.

D. OTHER TERMS & CONDITIONS: -

- i. The work will be carried out at TL Shop/ Shed-21 or any other place nominated for the above work in normal/permitted working hours. Before quoting for this tender, contractor may visit the site for understanding the nature of activities, sequence, facilities and requirements. However, the location for executing the above work

may be changed as per the requirement of Railway. The contractor may also be asked to execute the work in C&W Depot, IZN division, NER or any other place. The decision of railway in this regard shall be final and binding on the contractor.

- ii. Since, the coaches to be provided for the work are old coaches and there may be some variation in design, dimension, and structure. During the fitment of material/items, modification in material/coach shell may be required. Such change/modification to make them compatible for fitment will be done by the contractor in consultation with SSE/BG-POH or any other Railway representative nominated by Engineer of Railway. Any miscellaneous work and defects noticed at any stage of work to be attended by the contractor before dispatching the coach at no additional cost.
- iii. While carrying out the work under this contract, the other works shall also be attended by Railway department staff simultaneously. This contractual work must not hamper the Railway work being carried out by Department staff and if such an incident is unavoidable, the contractor shall follow the directions of SSE/BG-POH in regard to which work is to be carried out with priority.
- iv. The work shall be operated inside the coach as well as above the coach at RMPU area. During work, various Electrical/Furnishing/Carpentry items fitted in the coach are exposed. Adequate safety precautions are to be taken by the contractor to ensure the safety of coach items and the safety of Railway and their own staff. Any accidents caused due to contractor's default resulting in Railway property/ human loss or hurt shall be penalized as per the decision of CWM/IZN or his authorized representative or extant rules. Railway shall not bear any responsibility for accident caused by the contractor resulting in injury to contractor's own staff. However, any such compensation payable by the contractor to their staff shall have to be paid by the contractor as per extant rules.
- v. Staff deputed by the contractor as representative shall be competent to do the required work and coordinating with different Railway officials for proper compliance of work and tender condition. He shall maintain proper records whenever required. He shall be in a position to enforce discipline among his staff. He himself &/or staff shall not misbehave with anybody inside the premises and strictly follow applicable rules.
- vi. All hand tools like chisel, screw driver, files, hacksaw, hammer, punch, wrenches and other tools required for work be in the scope of contractor. Any special tools, machines, drill machine, drill bit etc. required for fitment work will be under the scope of contractor. The same shall be arranged by the contractor at their own cost.
- vii. Contractor will have to arrange PPEs (Staff's personal protective equipment's) such as hand gloves, leg guard, leather apron for welder, helmet, safety shoe, cutting goggle, spark lighter, face shield etc. for his/ their staff. The contractor shall provide and ensure that his men wear Uniforms along with florescent/Retro reflective industrial Jacket. The contractor is also responsible to arrange the required tools to this staff.
- viii. After stripping of old FRP RMPU Trough and other items, contractor should place all removed items at nominated place as per instruction of SSE/BG-POH or SSE/BG-CRS as applicable. Cleaning of work place on daily basis and disposal of waste in nominated bins shall be responsibility of the contractor for the work carried out by his staff.
- ix. The contractor shall, after completion of the work, dispose-off the FRP trough by breaking it into two parts at the nominated place at his own cost.

- x. Metal parts shall be removed from FRP trough and disposed-off separately. Dust/paint/tar/mastic accumulate generated during old FRP trough removal and spilled over the floor should be swept clean and disposed-off at the nominated place on a daily basis by the contractor.
- xi. The contractor shall handover the reusable material to the authorised Railway Representatives which are removed during course of work.
- xii. Sound and scientific housekeeping practices must be followed at all times. Material should not be left here and there at the work premises and it shall be ensured that the workplace remains neat and clean.
- xiii. Contractor should take adequate precaution while carrying out work so as not to damage Railway property. Any damage to Railway property by contractor or his staff will be responsibility of contractor & suitable penalty will be deducted from contractor's bill.
- xiv. Contractor may be required to collect material from respective shop and after completion of all the activities, the balance material shall be returned back to the concerned shop.
- xv. Transportation of material to be used in executing the work shall be arranged by the contractor at their own cost using their own labour/ T&P/ M&P/ Transportation equipment etc.
- xvi. All deficiencies pointed out, during the inspection must be rectified by the firm, at their own cost. No payment will be made for rectification work.
- xvii. The contractor shall furnish complete details of personnel to be deployed within the working timings to Railway or his nominee before starting the actual work. In idle time, the staff may be utilized for other activity like Swachh Bharat etc. All the staff deployed by the contractor should have good behaviour and conduct.
- xviii. Contractor is responsible to ensure that before starting work in a shop, contractor should inform SSE/BG-POH and work should not be started without informing under any circumstances.
- xix. It shall be the responsibility of contractor to ensure that their staff is in healthy conditions. The contractor shall not employ staff who is sick or unfit for working.
- xx. Contractor is responsible to ensure recording of attendance of staff and their Deployment as per the Acts. The attendance of contractor staff shall be taken jointly with nominated Railway Representative at workplace before starting of daily work and attendance sheet shall be signed jointly.
- xxi. Contractor is responsible to inform his staff and vehicle operators about the shunting and not to come in the way of Railway tracks. In Mechanical workshop, Izzatnagar shunting of coaches through Traverser/ Locomotive is a routine process.
- xxii. No claim/compensation whatsoever will be given to the contractor in any unforeseen circumstance like non supply of electric power or failure of air supply etc.
- xxiii. The contractor should meet all statutory requirements under different Central and State Govt. laws and rules.
- xxiv. The contractor shall submit Police Verification of all personnel to be deployed for work to Railway representative before starting the actual work. All the staff deployed by the contractor should have good behavior and conduct.

- xxv. No claim whatsoever will be given to the contractor in any unforeseen circumstance like non supply of electric power or failure of air supply or non-availability of coach in Mechanical Workshop, Izzatnagar. In case the arising of coaches rises, the contractor shall ensure the deployment of excess resources than normal to tide over the excess requirement of work.
- xxvi. **Quality of Work:** The quality of work shall be closely monitored by Railway's representative and shall be jointly measured with contractor representative as per the scope of work and the latest laid down procedure. The contractor shall not employ any unethical practices to compromise the quality of work. Contractor or his men shall not use any such means, which shall affect the quality of work and may cause damage to Railway property due to such practice, for which contractor shall be solely responsible. If any such incident takes place and the Contractor is found responsible, Railways shall reserve the right to terminate the Contract immediately or impose appropriate penalty.
- xxvii. **Progress Report:** - The contractor shall submit progress reports as to the progress of the contract and in such form as may be called for by the Engineer or his representative. The submission and acceptance of these reports shall not prejudice the right of the Railways in any manner.
- xxviii. The Contractor has to deploy One Nos. qualified Degree/ Diploma Holder supervisor in full time as per railway Board latest guidelines who shall be in-charge of the work and shall be in liaison with authorized railway representative. He shall maintain all the records regarding the work specified by railway. Firm's supervisor shall submit a daily progress report to the Railway Representative or inform about the same unflinching. Supervisor should be available at all time during execution of work.

NOTES FOR SCOPE OF WORK:

1. The tentative tools to be supplied by the contractor for execution of work are enclosed as Annexure-A. The list is tentative and non-exhaustive, any other tool/ M&P required for the execution of work shall be assumed in the Scope of Contractor at no additional cost.
2. Tentative List of material to be supplied by the contractor is enclosed as Annexure-B. The list is tentative and non-exhaustive, any other tool/ M&P required for the execution of work shall be assumed in the Scope of Contractor at no additional cost.

Annexure-A

PHOTOS OF TOOLS :-

	
<p>Metal Wire Brush with Scrapper</p>	<p>Metal Wire Brush</p>
	
<p>Scraper of different size</p>	<p>Chipping Hammer</p>
<p>All types of Scrapers to be used to access all the corrosion of coach under frame.</p>	

Above tools are shown for illustration purpose, actual design may be changed.

Annexure-B

List of Material to be Supplied by the contractor

Sr. no.	Item Description	Quantity per coach	Total quantity
1.	One coach set of stainless steel RMPU trough assembly for LHB AC shells to Drg. No. 59316033, alt. 'd' or latest. Special condition: All three items to be supplied loose and with suitable packing. (One coach set =02 nos of SS trough + 04 nos of Drain pipe arrangement + 04 nos of cover sheet as per item no 1,2 & 3 respectively of Drg. No. 59316033, alt. d).	1 coach set	50 coach set
2.	Filler wire for welding as per standard IRS M:46-2020 class VI.	As per actual requirement of work	
3.	Stainless steel electrode as per standard IRS M:28-2020		
4.	Shielding gas (CO2 or Argon).		
5.	LPG gas		
6.	Compresses oxygen gas		
7.	Other consumables like contact tip, tip adapter for welding/plasma cutting, screws, nuts, bolts, washers, clamps, brackets, adhesives etc.		

Note:

1. Testing/inspection charges of material shall be borne by the contractor.
2. Items No. 1,2 and 3 of drawing mentioned at at S No.1 of Annexure- B shall be TPI (Third Party inspection) inspected.
3. Filler wire & electrodes for welding work shall be procured only from RDSO/ICF approved sources wherever applicable.

**Dy. CME/Production
Mechanical Workshop/Izzatnagar
For & on behalf of President of India**

SPECIAL CONDITIONS OF CONTRACT

The following special conditions/standards/specifications shall be met by the contractor while performing above works:

1. **PERIOD OF COMPLETION OF WORK:** Successful contractor will have to complete the work within 02 Years from the date of commencement of work.
2. **INSPECTION:** Inspection and verification of work “**Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years**” shall be carried out by SSE/BG-POH as the nodal authority. However, the inspection of the works related to Furnishing shall be done by SS/BG-CRS & that related to Pipe Section shall be carried out by SSE/Pipe and that related to AC shall be done by SSE/AC Electrical or as nominated by the CWM/IZN.
3. **COMMENCEMENT OF WORK:** The contractor shall commence the work within 30 days from the date of issue of Letter of Acceptance (LOA) excluding the date of issue of LOA. If there is a Sunday/gazetted holiday/workshop holiday on the 30th day from the date of issue of LOA (excluding the date of issue of LOA), the next working day shall be considered the 30th day from the date of issue of LOA.
4. **WORK CYCLE TIME:** Generally, 1-2 coaches shall be offered to the contractor at a time and a total of 05-06 coaches shall be offered monthly to the contractor to carry out the work as per the Scope of work, which shall be completed as stipulated in the scope of work by the contractor i.e. within 04 working days for each coach of allotment excluding the date of allotment.

The no. of allotted coaches offered to the contractor to carry out the work may vary as per the target outturn/ availability of coaches in Mechanical Workshop, Izzatnagar. In case lesser no. of coaches than those stipulated above are allotted to the contractor due to any reason whatsoever, Railway shall not be liable to pay any compensation to the contractor in view of idling of his/their resources or any other consequence whatsoever. However, if more no. of coaches are allotted to the contractor than those stipulated above, the contractor shall make all necessary arrangements to carry out the work within the timeline stipulated in scope of work at no additional cost.

5. **GUARANTEE / WARRANTY PERIOD:**
 - a. The contractor shall ensure warranty of 36 months for the work executed (workmanship) and material supplied and fitted by him on each coach from the date of successful completion of the contractual work on that particular coach. The contractor shall be responsible for rectification required, if any during the warranty period of the contract for any defect attributable to him/them. The contractor shall depute their representative to Mechanical Workshop or at any other place and conduct failure investigation jointly with railways and if the fault is attributable to the contractor, the defects should be attended and rectified within 05 days for the coaches within N.E. Railway area and 07 days for the coaches outside N.E. Railway area from the date of intimation (excluding the date of intimation). Any such intimation shall be given by Railway’s authorised representative through telephone, e-mail, whatsapp or any other means of media available in Mechanical Workshop, Izzatnagar and shall be deemed to have been delivered on the same day as sent out.
 - b. The final decision in the regard as to whether warranty clause will be attracted or not, shall rest with the engineer of the Railways specified in the tender document.

6. **PAYMENT TERMS:** No advance payment will be made.

After satisfactory completion of work of **“Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years”** on monthly/ quarterly basis and duly certified by SSE/BG-POH & AWM and/or WM N.E. Railway, Izzatnagar and firm’s representative or any representative nominated by CWM/IZN on the basis of completion reports generated by SSE/AC, SSE/BG-CRS& SSE/Pipe Section, , the bill should be raised by the contractor along with the Successful completion reports/ Log Book of the contractual work duly verified by SSE/BG and countersigned by Engineer of Railway. The bill in triplicate shall be submitted in office of the Chief Workshop Manager, N.E. Railway, Izzatnagar.

- a) After verification & certification of bills by SSE/BG-POH, Measurement book will be signed by SSE/BG-POH, SSE/Tender and AWM and/or WM, thereafter, payment will be made through invoice as per GST or as per latest rules issued by HQ or Railway Board. SSE/BG-POH will be custodian of Measurement Book. In absence of AWM and/or WM, available officer assigned by CWM/IZN for the work can also sign the same.
 - b) Payment will be made by A.F.A (Workshop) N.E. Railway, Izzatnagar or available officer posted in IZNS and bill passing authority will be Dy. CME/Prod/IZNS.
 - c) All bills in three copies shall be submitted to SSE/Tender or authorized representative of CWM/IZN.
 - d) Payment will be made through RTGS or any other mode which is being adopted by the Railways.
 - e) The income Tax & other taxes will be deducted from all bills at source as per provision of Government of India (if applicable). The rates can be changed by the Government of India/UP Government and shall be applicable.
 - f) The firm shall have to mention their account number (16 digits), name of the Bank, IFSC Code, Branch & Branch Code, Bill Number, date and agreement number on the bills as per GST format.
 - g) The value of contract and quantities given in the attached schedule of rates are approximate and are given only as a guideline. These are subject to variations/additions and/or omission. The quantum of the work actually carried out shall not form the basis of any dispute regarding the rates to be paid and shall not give rise to any claim for compensation on account of any increase or decrease either in the quantity or in the contract value. Payment will be made on the basis of actual amount of work done. The decision of Railway administration in this regard shall be final and binding on the contractor.
 - h) The contractor on submission of every bill will also submit a declaration duly mentioning and certifying that his firm is abiding by all minimum wages acts and regulations and duly providing with EPF and ESIC to his labour.
7. The quantities proposed for outsourcing work are approximate and may vary at the time of execution. The payment shall be made on the basis of actual work done by the contractor.
8. The contractor staff shall normally work in General shift (08.00 to 17.30 hrs) but depending upon the requirement, he may also require to work in B shift (14:00 Hrs. to 22:00 Hrs.) or C Shift (22:00 Hrs. to 06:00 Hrs. of next day) as per the directions given by Engineer of Railways. The duty hours may also change as per the requirement of Railways. The decision of engineer of Railways in this regard shall be final and binding on the contractor.

9. Railway administration shall not be liable to pay any compensation whatsoever for the staff of contractor involved in any accident during the subject work. In case of some detention during execution of the work due to unforeseen circumstances for some reason, no detention charges shall be payable to the contractor.
10. **The tenderer should visit Mechanical Workshop, Izzatnagar and satisfy themselves in all respects before quoting for the tender.**
11. **SAFETY MEASURES:**
- i) Contractor shall be solely responsible for taking care of his/her staff & supervisor against any accident or safety risk. Railway administration shall not be responsible for safety of the staff of the contractor and hence the administration shall not be liable for any compensation arising out of accidents including loss of life, injury etc while executing the work.
 - ii) The entire liability arising out of injuries/death will rest solely on the Contractor. Railway will not pay compensation in case the contractor's staff sustain injury or in the event of death while working or in the Railway premises.
 - iii) The contractor's staff working in the Railway premises shall wear distinctive PPE kit to distinguish them from employees of railway.
 - iv) The contractor shall ensure industrial safety norms in execution of work in Railway premises.
 - v) The Contractor shall abide by all instructions issued by Railway Administration from time to time in connection with safety of railway installations and personnel.
12. **POLICE VERIFICATION:** The successful contractor, after award of contract shall provide the police verification of all his engaged labour unfailingly.
13. **The contractor shall deploy a qualified Degree/Diploma holder supervisor based on the value of contract, as per IR GCC April 2022 or as per Railway Board letter no. 2012/CE-I/CT/O/20 dated 10.05.2013.**
- a. One Qualified Graduate Engineer when cost of work to be executed is Rs 200 lakh and above.
 - b. One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs 25 Lakh but less than Rs 200 lakh.
 - c. In case the Contractor fails to employ the Qualified Engineer, as aforesaid above, he shall be liable to pay an amount of Rs 40000/- and Rs 25000/- for each month or part thereof for the default period of provisions.
14. The contractor has to ensure provision of all necessary safety equipments required for the safety of his labour engaged for the advertised work and also unfailingly follow relevant safety practices while attending the advertised work.
15. **Penalty Clause: - *No payment whatsoever would be made for the work not done.*** However, additional penalty shall be imposed for not carrying out assigned work from bill as given in scope of work.
- a. No penalty shall be imposed if the delay in work is on account of the Railways.
 - b. Delay in commencement of work beyond 30 days from the issue of LOA (Excluding the date of issue of LOA) shall attract a penalty @Rs.1000/- per working day of delay.
 - c. Delay in completion of contractual work as per Scope of work in a coach beyond 04 working days from the date of allotment (excluding the date of allotment) shall attract a penalty of ₹1000 per working day of delay.

- d. The contractor shall either dispose or stack the usable/unusable parts of coaches released during execution of work at the place nominated by SSE/BG-POH or SSE/BG-CRS or any other authorised representative of Engineer of Railway, failure to do so shall result in levy of penalty @₹500 per occasion the contractor is at fault.
 - e. The contractor shall keep the working place neat and clean. Dissatisfaction in this regard shall be penalised @₹500 per occasion the contractor is at fault.
 - f. This is a Green Co certified workshop, the contractor shall follow all the rules of Green Co in this regard. Violation in this regard shall attract a penalty of ₹200 per occasion.
 - g. During the warranty period, the contractor shall attend and rectify the defect arising out of the default attributable to the contractor within the time period specified in the Guarantee/ Warranty Period Clause of Special Conditions of contract. The delay in rectification of the warranty complaint beyond the specified period shall attract a penalty of ₹1000 per working day of delay. In case the contractor fails to rectify the default within 15 days of intimation of such fault, the default shall be rectified by Railway at their own cost and a Lump sum penalty of ₹50000/- (Rupees Fifty Thousand) shall be levied on the contractor that shall be recovered from the Security Deposit of the contractor available with the Railways or by any other means within the extant rules and the work shall be undertaken by Railway.
 - h. If the safety equipment's are not followed by the labour, be it the wearing of PPEs or working safely as per safety rules in the tender document, a penalty of **Rs. 100 per person per day** will be imposed on the contractor. In this regard, the SSE in charge of work shall keep a record of the date and time the contractor was at fault. Same record shall be provided to SSE/Tender duly forwarded by the engineer of Railway as described in the tender document. SSE/Safety/IZNS may also point out any such non-compliance to safety rules.
 - i. A penalty of Rs. 500/- per coach per occasion shall be levied for poor workmanship of the contractor's staff.. The decision of Engineer of Railway shall be final and binding upon the contractor in this regard. The re-work of has to be done by the contractor upto the bench mark as specified and no extra time shall be given for the same. Such poor workmanship may be identified by any officer, SSE or any other authorised representative of CWM/IZN.
 - j. If Railway work being done by the contractor is hampered due to unavailability of contractor' Hydra (assuming Railway's Hydra is also not available to be provided to the contractor at the rates specified in the Tender Document on the said day) a penalty of ₹2000 per day of Hydra unavailability shall be levied on the contractor.
 - k. If any coach is detained/ not attended by the contractor due to unavailability of material to be supplied by contractor, a penalty of ₹1000 per coach per working day of shall be imposed.
 - l. Liquidated damages on account of delay will be considered as per IRGCC April-2022 or latest version or correction slips.
 - m. Violation of any other terms and conditions of contract for which penalty has not been specified in the tender document shall result in a penalty of ₹1000/- per such occasion.
16. The contractor will follow the general procedure of workshop for to and fro flow of material.
17. Contractor will submit the list of staff to be deployed by him, who should also be issued proper identity cards to enable entry in the workshop for said work the identity card to be counter signed by railway authority only & this will be valid in the IZNS workshop only. If it is misused by the staff, then contractor will be responsible and remedy/penalty that is

imposed on the contractor due to violation shall be levied by CWM/IZN or his authorised representative that shall be final and binding on the contractor.

18. Contractor will provide well defined uniform and PPE's like Helmet, Hand gloves, Industrial Shoes, Safety Goggles, Good quality mask, etc. to their staff deployed.
19. Any other dispute/condition/contingency of any sort which has not been taken into account but arises in the award/execution of contract shall be governed as per the decision of CWM/IZN which will be considered without prejudice and shall be final and binding on the contractor.
20. This workshop is Green-Co certified workshop, the successful bidder shall follow the Green Co norms.
21. **Damage/losses to Railways on account of bad workmanship:** Contractor has to bear the loss incurred to Railways on account of bad workmanship or damages to Railway material/equipment/premises/manpower on account of negligence of contractor. Such loss shall be fixed up by CWM/IZN or his authorized representative and the decision of such authority shall be final and binding upon the contractor. Any such damage will be recovered from contractors running bill/SD/PG or any other right/remedy available with Railway as per extant rules.

22. **Conservancy Charges**

The conservancy cess charges will be deducted from the running bills as per Railway Board L. No. F(X)I-95/1/1 dt. 07/09/2021 or latest instructions of Railway Board available at that time in this regard. The conservancy cess charges will be deducted based on average number of labourers/workman engaged per day by the contractor for the above work.

Average No. of labourers / workmen employed per day	Conservancy Cess Charges to be recovered (per month)
1 to 5	Rs.159/-
6 to 10	Rs.312/-
11 to 25	Rs.785/-
26 to 50	Rs.1143/-
51 to 100	Rs.1534/-
101 to 200	Rs.1926/-

NOTE: In case of Contradiction/ ambiguity between General Conditions of Contract AND Scope of Work along with Special Conditions of Contract, the later will prevail.

**Dy. CME/Production
Mechanical Workshop/Izatnagar
For & on behalf of President of India**

OFFER SHEET

Tender No. : M/301/IZNS/26-27/OT-07

Name of work : Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years

Place of work : Mechanical Workshop N.E. Railway-Izzatnagar OR C&W Depot/ IZN or as per the requirement of Railway.

Value of the work : ₹ 7137851.00

Period of work : 02 Years

An indication of Schedule of rates is given below-

S. No.	Description	Unit	Qty.	Estimated Unit Rate in ₹ (Including GST@18%)	Estimated Total Value in ₹ (Including GST @18%)	Offered unit Rate in ₹ (including GST@18%)	Offered Value in ₹ (including GST@18%)
1	Supply and Fitment of Stainless-Steel Trough Assembly & Drain Pipe Arrangement for LHB AC Coaches along with Stripping of FRP RMPU Trough in Mechanical Workshop, Izzatnagar and/or C&W depot of IZN Division (as per scope of work) for a period of 02 years	Coach Set	50	134935.22	6746761.00		
2	Cost of Equipment as Hydra etc. for fitment/ removal/ transportation of Trough etc.	Coach Set	50	7821.80	391090.00		
Total Value (in ₹) of Work including GST=					7137851.00		

NOTE:

- Quantities stated above are tentative and subject to change during the actual execution of work. The payment shall be made on the basis of actual work done by the contractor.
- The contractor would provide to his workers' equipment and material at his own expense as mentioned in Scope of work.
- The above rates should be inclusive of all taxes, charges etc. and no any other taxes/charges would be payable to the firm except above quoted rate.

4. All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST law.
5. GST which is 18% at present, it will be charged as applicable at the time of invoice. GST@18% is inclusive in the estimated rates, if GST % changes among different schedule items, then the contractor shall mention GST% against each schedule item in a separate annexure along with the offer.
6. Payment will be made for actual work done. No other amount apart from that quoted online shall be paid to the contractor.
7. **The tenderers will submit their bid online, the rates are not to be quoted in above format, this is for indicative purpose only.**

Signature of the Contractor
Seal and date

Declaration

I/We agree to abide by above terms and conditions as well as Indian Railways General Conditions of contract- April 2022 with latest correction slips.

Sig. of the Contractor

Full name:

Address:

Declaration

I/We have downloaded the tender document from the website **www.ireps.gov.in** and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered/modified, I/We understand that my/our tender is liable to be rejected and full Bid Security deposit will be forfeited and I/we am/are liable to be banned from doing business with Railways and/or prosecuted.

Signature of Tenderer

Annexure-I

N.E. RAILWAY
(MECHANICAL DEPARTMENT)

1	Full name of contractor/firm and year of establishment	
2	Registered Head Office & Postal Addressed.	
	Telephone (P&T) Nos.	
	Mobile no	
	Fax No.	
3	Constitution of firm (give full details including names of Partners/Executives/Power of Attorney holders, etc.)	
4	Particulars of Registration With Government/Semi-Govt. Organization, Public Sector, Undertaking & Local Bodies etc.	
5	TIN No. Certificate: *	
6	CST No. *	
7	Excise Duty Reg. No.*	
8	NSI No.*	
9	ISO Certificate*	
10	Bank Details, Account No., IFSC Code	

Please submit the photocopy of the* marked.

N.E.RAILWAY**(MECHANICAL DEPARTMENT)****DETAILS OF WORKS COMPLETED DURING LAST SEVEN FINANCIAL YEARS &
IN THE CURRENT FINANCIAL YEAR**

Sr. No	Description of work	Contract awarding authority	Agreement No. & Date	Awarded Cost of work.	Cost of Work actually done	Date of Actual commencement of work	Date of completion as per agreement	Actual date of completion	Whether arbitration demanded or not

Note: -

- (1) Certificate from Authority concerned/employer duly attested to be attached.**
- (2) Certificate from Private Individuals for whom such work is executed shall not be accepted.**

Annexure-IV

**N.E.RAILWAY
(MECHANICAL DEPARTMENT)**

(A) DETAILS OF PLANTS & MACHINERY OWNED BY TENDERER

S. No.	Particulars of Equipments	No/Unit	Kind/Make	Cap.	Age & Condition	Details of work where machinery is in use at present	Whether the machinery is hypothecated to any Bank or Institution	Remarks

(B) DETAILS OF PLANT & MACHINERY PROPOSED TO BE HIRED FOR WORK

S. No.	Particulars of Equipments	No/Unit	Cap.	Remarks

NOTE: Supporting Documents should be attached.

Annexure-V

**N.E RAILWAY
(MECHANICAL DEPARTMENT)**

PARTICULARS OF TECHNICAL STAFF TO BE EMPLOYED ON THE WORK

Sr. No	Name & Designation	Qualification	Professional Experience	Remarks

I hereby certify that no retired Engineer/Gazetted Officer of the Railways who has retired within 2 years of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm. I also certify that none of my relative is engaged in MECHANICAL Department in N.E Railway.

Signature of Tenderer (s)

Annexure-VI

N.E. Railway

(MECHANICAL DEPARTMENT)

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

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

Signature of Tenderer

Annexure-VII**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

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

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.

This affidavit is to be given by each member of JV or Partners of partnership firm/LLP etc.

Annexure-VII(A)

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated:

Annexure-VIII**BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

1. In consideration of the President of India (herein after called "the Government") having agreed to exempt _____ (hereinafter called "the said contractor (s)") from the demand, under the terms and conditions of an Agreement LOA No. _____ **dated** _____ made between **M/s.** _____ and The Chief Workshop Manager, Mechanical Workshop, N.E. Railway, Izzatnagar for _____ **(name of work)** (hereinafter called "the said Agreement") of performance guarantee for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of an irrevocable bank guarantee for Rs. (Rupees _____ only) i.e. 5% of the contract value. We, _____ (here in after referred to as "the Bank") (indicate name of the Bank) at the request of _____ (contractor (s)) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor (s) supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee (indicate the name of the Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ office/Department Ministry of _____ Certifies that the terms and conditions of

the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree with the (Indicate the name of Bank)

the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We, _____ lastly undertake not
(Indicate the name of Bank)

to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ 201...

for _____

(Indicate the name of Bank)

Annexure-IX

Each Bidder or each member of a JV must fill in this form separately

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous $\frac{3}{4}$ Years (Contractual Payment only)			
Year	Annual Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 03 years			

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

SEAL AND SIGNATURE OF THE BIDDER

Certified that all the figures and facts submitted in this form have been furnished after full consideration of all observations in Auditor’s reports.....

(signature of the Chartered Accountant)

Name of CA:

Registration no:.....

Annexure-XAGREEMENT FOR WORKS

CONTRACT AGREEMENT NO. _____ **Dated** _____ **ARTICLES OF AGREEMENT** made this _____ day of _____ between the President of India acting through the Railway Administration hereinafter called the “Railway” of the one part and _____ hereinafter called the “Contractors” of the other part. **WHEREAS** the Contractor has agreed with the Railway for the performance of the work _____ set-forth in the schedule hereto annexed upon the General Conditions of Contract and the Specifications of the N.E. Railway and the special conditions and special specifications, if any and in conformity with the drawings hereunto annexed AND **WHEREAS** the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railway, the Contractor will duly perform the said works in the said schedule 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 of conditions of contract on or before the _____ day of _____ 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 had 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 schedule hereto annexed.

Contractors
Address

For Chief Workshop Manager
Izzatnagar
on behalf of the President of India

IDENTITY CARD

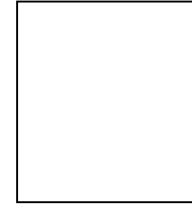
IDENTITY CARD NO.....

DATE OF ISSUE

CONTRACT AGREEMENT NO.

NAME OF THE CONTRACTOR & ADDRESS

PARTICULARS OF EMPLOYEE : Space for Photo



(I) NAME OF THE ESTABLISHMENT:

(II) NAME OF THE EMPLOYEE:

(III) AGE:

(IV) SEX:

(V) DATE OF ENTRY IN SERVICE:

(VI) DESIGNATION/NATURE OF WORK:

(VII) DEPARTMENT:

(SIGNATURE OF CONTRACTOR) (SIGNATURE/THUMB -
IMPRESSION OF EMPLOYEE)

(The person who signed the original tender document or the contract agreement)

Annexure-XII

(Bid Security)

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

Name of the Bank:
President of India,
Acting through Chief Workshop Manager
North Eastern Railway,

Beneficiary: FA& CAO, North Eastern Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through Chief Workshop Manager, Mechanical Workshop, Izzatnagar, Bareilly, North Eastern Railway, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No.._____, We have been informed that ***[Insert name of the Bidder]***..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

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

AND

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

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

6. This guarantee will remain valid and effective from.....*[insert date of issue]* till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*.
Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

Place.....

Bank's Seal and authorized signature(s)
[Name in Block letters]
[Designation with Code No.].....
[P/Attorney] No.

Witness:

2. Signature, Name & Address & Seal

3. Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

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

History Sheet of the Tenderer

i	Name of Company :	
ii	Address of Registered Office :	
	Phone:	
	Fax: E-mail id:	
iii	Constitution of the company/Firm :	
	a]	Ownership particulars whether Private Ltd., or Partnership firm or any other type duly supported by the documents such a Partnership Deed and Articles of constitution etc. as applicable :
	b]	Name and address of collaborator[s] :
	c]	Nature of participation by collaborator[s] in share-holding of the Company :
	d]	Extent and nature of proposed by collaborator[s] in execution of this work :
iv	Number of years the firm has been in operation in India under its present :	
v	Any other information	

Constitution of Firm

1. Full name of contractor/s construction firm and year of establishment.
2. Registered Head Office Address.
3. Branch Office in India.
4. Address on which correspondence regarding this tender should be done.
5. Constitution of firm, give details including name of partners/ executive/ power of attorney/ holder etc.

**Signature of Tenderer(s)
Along with Seal**

Annexure-XIV**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India,
Acting through.....,
.....
Railway.

Date:.....
.....

Surety Bond No:
Amount of Bond:

Issue Date:
Expiry Date:

WHEREAS, In consideration of the President of India acting through (Designation & address of contract signing authority),.....Railway,.....(hereinafter called "The Railway") having accepted the bid of M/s xxxxxxxxxx hereinafter called the contractor, for the work of xxxxxxxxxx, under invitation for bids No xxxxxxxxxx Dated xxxxxxxxx, Vide Letter of Acceptance No.....

AND

WHEREAS, In consideration is required to furnish Performance Security for the sum of ₹ xxxxxxxxxx (Rupees xxxxxxxxxx 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 authorised person of the Surety], have, at the request of the M/s xxxxxxxxxx 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 xxxxxxxx (Rupees xxxxxxxx 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 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 xxxxxxxx (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 xxxxxxxx (Rupees xxxxxxxx Only).
- b. This Surety Bond shall be valid up to xxxxxxxx (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before xxxxxxxx [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.

Date the day of 2024

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

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.]

